

Sub: Tender No.CJI-5142-P21 for Hiring of the services of 1(One) Charter Hire 500 HP (Minimum) Workover Rig for three years extendable by one year or part thereof to be used for the workover jobs in Rajasthan.

Dear Sirs,

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. Rajasthan Field of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its field office being located at Jodhpur, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site for **Hiring of the services of 1 (One) Charter Hire 500 HP (Minimum) Workover Rig for three years extendable by one year or part thereof to be used for the workover jobs in Rajasthan.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	CJI-5142-P21
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	08.12.2020 at 11-00 hrs (IST).
c. Bid(Technical) Opening Date & Time	08.12.2020 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 GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	120 days from bid Closing date.
h. Bid Security Amount	INR 34,31,500/-
i. Bid Security Validity	210 days from bid closing date.
j. Amount and Validity of	Performance security @10% of annualized contract

Performance Security.	value is applicable against this contract valid up to 3 months from date of expiry of contract
k. Duration of the Contract.	Three (03) years from the date of commencement of contract with a provision of extension by another one (01) year at the same rates and terms and conditions
l. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 30.0 of General Conditions of Contract (Part-3, Section-I)
m. Bids to be addressed to.	GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India
n. Pre-Bid Conference Date.	18.11.2020 at 11:00 hrs (IST).
o. Last Date of receipt of Queries.	17.11.2020 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 **18.11.2020 at 11:00 hrs (IST)** in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by 17.11.2020 up to 17:30 Hrs (IST).

3.1 Owing to the current Covid-19 Pandemic throughout the country, the Pre-bid conference may be held online through Video Conference. Interested bidders are therefore, advised to submit their queries latest by 17.11.2020 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. However, if any vendor wishes to attend the pre-bid conference at OIL House, Jodhpur, the bidder has to intimate OIL well in advance so as to enable OIL to make arrangements for the same.

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 INDIA LIMITED 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 MSE Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.5 Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.6 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.

5.7 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 Mr. P. Barman, Manager (ERP-MM) at erp_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to General Manager (C&P), OIL INDIA LTD., Rajasthan Project, 2A, District Shopping Centre, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Project office at Jodhpur latest by 10.05.2020 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 10.05.2020 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.

7.0 **IMPORTANT NOTES:**

7.1 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 two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

- a) Original Bid Security

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

The above documents including the Original bid security, must be received at OIL's GM- (C&P)'s office at Jodhpur on or before 11.00 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

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 GM (C&P) 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.**

8.0 OIL INDIA LIMITED (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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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 Annexure-X and submit the same along with their bid.

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(Bhavik Mody)

Manager (C&P)

For GM (C&P)

For Executive Director (RF)

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) Estimated CIF value of items at the time of import, (Proforma-A)
 - i) Price Schedule Format, (Proforma-B)
 - j) Bid Form, (Proforma-C)
 - k) Statement of Compliance, (Proforma-D)
 - l) Bid Security Form (Proforma-E)
 - m) Performance Security Form, (Proforma-F)
 - n) Sample Agreement Form (Proforma-G)
 - o) Proforma of Letter of Authority (Proforma-H)
 - p) Authorisation for Attending Bid Opening (Proforma-I)
 - q) Integrity Pact (Proforma -J)
 - r) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
 - s) Purchase preference policy-linked with Local Content (PP - LC) (Proforma -M)
 - t) Certificate of Compliance of Financial Criteria (Proforma -N)
 - u) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)
 - v) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma -R)
 - w) General HSE Guidelines (Appendix-A)
 - x) Procedure for obtaining Labour Licence (Appendix-B)
 - y) 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 (Appendix-C)
- 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, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 **Bidder's/Agent's Name & address:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 **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) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.10 below.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values.
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J. Annexure-V attached with the bid document to be digitally signed by the bidders Authorized representative.
- i) 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
- 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 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 customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry 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. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 8.0 **Currencies of bid and payment:** A Bidder should submit their bid in Indian Rupees only. Currency once quoted will not be allowed to be changed.

- 9.0 **Documents establishing bidder's eligibility and qualifications:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.
- 10.0 **BID SECURITY:**
- 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.8.
- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide Proforma-E from any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder.
- 10.3 Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 10.4 The Bank Guarantee shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- 10.5 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.6 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.7 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.8 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.
- 10.9 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.10 The Bid Security may be forfeited:
- a) If the bidder withdraws the bid within its original/extended validity.
 - b) If the bidder modifies/revises their bid suo-moto.
 - c) If the bidder does not accept the order/contract.
 - d) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - e) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 10.11 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2 (two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).

- 10.12 The scanned copy of the original Bid Security submitted in the form of Bank Guarantee must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of GM-C&P, Oil India Ltd., Rajasthan Field, OIL House, 2A, District Shopping Centre, Saraswatinagar, Basni, Jodhpur-342005, India in a sealed envelope which must reach GM-C&P’s office on or before the scheduled Bid Closing date and time.
- 10.13 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

- 10.14 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

“MT 760 / MT 760 COV for issuance of bank guarantee.

“MT 760 / MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under “MT 760 / MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003”.

- 10.15 The following is the Bank details of OIL, Rajasthan Field for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Field)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

- 10.16 Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

Bank Details of Beneficiary: Oil India Limited, Rajasthan Field		
a	Bank Name	Corporation Bank
b	Branch Name	Jodhpur
c	Branch Address	Dist- Jodhpur
d	Bank Account No.	510101005227878
e	Type of Account	Current Account
f	IFSC Code	CORP0000492

Note: If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the** Unpriced Techno-Commercial Bid documents.

11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization 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 ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.
- 11.3 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 (URN) with Udyam Registration Certificate(URC)
 - OR
 - ii. Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME
- 11.4 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.

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. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

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 initialled 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 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 GM-C&P, Oil India Ltd., Rajasthan Field, OIL House, 2A, District Shopping Centre, Saraswatinagar, Basni, Jodhpur-342005, India before the scheduled bid closing date and time:

- a) The Original Bid Security along with 1(one) copy
- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document 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 to each clause as per Proforma-D 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. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 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's forfeiture of its Bid Security and bidder shall also be 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 requisite Bid Securities have been furnished, 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, the presence of requisite Bid Security, 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.

22.2 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.

22.3 **EXCHANGE RATE RISK:** Not applicable.

22.4 **REPATRIATION OF RUPEE COST:** Not Applicable.

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.

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

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 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 or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default as per the Banning Policy of OIL.

(Signing of the Contract may be done at the place of award in presence of both parties).

- 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.

- 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 PURCHASE PREFERENCE ON LOCAL CONTENT:** Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG 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 in Proforma-M and shall have to submit all undertakings / documents applicable for this policy.

- 35.0** General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

- 36.0** Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.

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

- 38.0** Bidder must submit undertaking towards submission of authentic information/documents as per Format vide Annexure-XI. If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

39.0 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the 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 Llyod 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 Llyods 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

39.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone 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 will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

39.2 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 normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC 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 seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

39.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:

39.3.1 Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency 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 will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.

39.4 Verification of documents are normally categorised as under:

i) General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

ii) Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

iii) Technical Criteria

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)

- To check the Execution period
 - To Check the Completion Certificates – Letter of Appreciations of proper Execution
 - Reference contact verification and true copy verification
 - Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies
- iv) Financial Criteria
- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the 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 as on the Original bid closing date as per format'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.

To check the Line of Credit, if incorporated in the tender.

- 40.0 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 Appendix-C along with the technical bid.
- 40.1 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.
- 40.1.1 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.
- 40.2 "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.
- 40.3 "Bidder from a county 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.

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

40.4.1 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;

40.4.2 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.

40.4.3 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;

40.4.4 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;

40.4.5 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.

40.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

40.6 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.

41.0 **PURCHASE PREFERENCE:** Purchase Preference to MSME and PP-LC bidders will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and

quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

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/deviations to the bid document.

I. TECHNICAL CRITERIA:

(A) TECHNICAL: The Bidder must meet the following criteria: -

1.0 WORK-OVER RIG

1.1 The Bidder shall be in possession of the Rigs offered either owned or leased. In case the Bidder is not in possession of the Rigs at the time of submission of Bid, they may offer Rigs for which they have an agreement for lease/buy.

1.1.1 IDENTIFICATION OF RIG

- i) All the Bidders are required to identify the Rigs at the time of submission of Technical Bid with documentary proof thereof, confirming availability of the Rigs for this contract.
- ii) In case Owner of the Rigs himself is the Bidder, the certificate confirming availability of the Rigs for this contract, shall be furnished by Owner himself.
- iii) In case of leased Rigs/proposed purchase of Rigs, the Bidders who do not own the Rigs 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 Rigs, concluded with the Owner of the Rigs, especially for this tender, with documentary proof of Ownership of the Rigs in the form of registration certificate of the Rigs. The above MOU/Agreement must be valid through validity of the Bid. In case of leased Rigs, the successful Bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof. The MOU/Agreement should be legally valid.
- iv) Bidder would not be allowed to substitute the Rigs once offered by them in their Bid during the period of bid validity.
- v) 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 at least one week prior to price bid opening. The date of price bid opening will be intimated to the Bidder ahead of the above time frame of seven days. Bidders, who fail to confirm availability of the Rig, would not be considered for Price Bid opening.

1.2 Rig Capacity: The capacity of the Rig offered should be not less than 113 MT (125 Ton - output of Draw-works should be minimum 500 HP). Further, the Rig offered should be self-propelled and have self-elevating mast (as per API standard) with

sub-structure. The details of the Rigs are given in Section – V (Scope of Work and Technical Specification) in Tender Document.

1.3 Residual Life: The Work-over Unit offered, if not brand new unused shall have a **residual life of minimum 7 (seven) years as on the Bid Closing Date (BCD)** of the Tender. The Bidder's declaration on the present condition of the offered Work-over Unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 1.5 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, all engines, draw-works, rotating system, hoisting system, well servicing pump, tackle system, BOPs, cementing service engine and pump, control of PCRs, 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: The Company reserves the right to inspect the complete Rig Package either prior to mobilization or issuance of LOA or during evaluation stage itself. The Bidder must give written consent for the same, failing which the offer may be rejected.

1.5 Third Party Inspection: The Bidder should agree or confirm in respect of submitting a certificate in original prior to mobilization from any one of the following Third Party Inspection Agencies and any expenditure in this regard shall be borne by the Bidder.

- **DNV**
- **ABS**
- **BV**
- **LLOYDS**
- **Oilfield Audit Services**

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 SOW/TS in Section-V of the Tender Document.
- iii. Make, Model, Capacity/Rating, Year of Manufacture etc. as inspected for each of the critical/major Rig components along with dully filled-in all necessary Performa /Annexure enclosed in the Tender Document.
- iv. In case of brand new Rig, the Bidder should submit a certificate in original from the Manufacturer along with Technical Bid. The certificate from Manufacturer should also clearly indicate the committed date of readiness of the Rig for shipment after due inspection and certification from any one of the inspection agencies as specified above prior to shipment.

1.6 The Rig should be capable of doing work-over jobs viz. well servicing, well stimulation, well killing etc. fulfilling "Scope of Work" and conforming to the Technical Specifications as laid down in the Tender Document.

1.7 The Work-over Rig units including the accessories and equipment offered should not be older than 10 (Ten) years from the date of original bid closing date.

2.0 EXPERIENCE : Bidder shall meet the following minimum criteria :

- 2.1** The Bidder should have at least 02 (two) years' experience of providing work-over services to oil/gas E&P Companies in the last seven (7) years with minimum 500 HP Work-over Rig on charter-hired basis as on original Bid Closing Date of this Tender.
- 2.2** The Bidder must have successfully completed similar nature of works during last seven (07) years from original Bid Closing Date of the Tender valuing not less than **INR 4.05 Cr.**

Note:

- i) Similar nature of work means providing Work-over services to oil/gas E&P Company with charter-hired Rigs.
- ii) The Bidder has to provide documentary evidence in support of the above from the clients clearly mentioning the value of job done (in Indian or foreign currency), date of completion of project and type of services of the project completed by the Bidder. These documents should be in the form of duly attested copies of contracts/work orders and completion certificates/payment certificates etc. issued by the Clients.
- 2.3** In case, the Bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaboration Partners should meet the criteria laid down in Para 2.1 above.
- 2.4** Any Party who is extending technical support by way of entering into technical collaboration with another Party shall not be allowed to submit an independent bid against the Tender and such bids shall be rejected straight way. Further all bids from Parties with technical collaboration support from the same Principal shall be rejected.
- 2.5** Details of experience and past performance of the Bidder and 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 experience laid down in Para 2.1 above. Also, details of current work in hand and other contractual commitments of the Bidder (indicating areas and clients) are to be submitted along with the Technical Bid.
- 2.6** In case, the Bidder is a **Consortium of Companies**, the following requirement should be satisfied by the Bidder:
- (a) The leader of the Consortium should satisfy the minimum experience requirement as per Para 2.1 & 2.2 above.
 - (b) Any of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 4.0 under Financial Criteria.
 - (c) The Leader of Consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this Bid Document. This confirmation should be submitted along with the Technical Bid.
 - (d) All the members of Consortium must undertake in their MOU that each party shall be jointly and severally liable to OIL for any and all obligations and responsibilities arising out of this contract.
 - (e) MOU/Agreement concluded by the Bidder with Technical Collaboration/Joint Venture Partner (in case of joint venture /consortium offers), should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this Tender and shall be binding on them during the contract period.

Notwithstanding, the responsibility of completion of job under this contract will be that of the main Bidder. The MOU/Agreement should be legally valid.

- 3.0 Mobilization Period:** Offers indicating mobilization time more than 60 (sixty) days from the date of issuance of Letter of Award (LOA) or from the date of mobilization advice from the Company shall be summarily rejected.
- 3.1** Offers indicating interim mobilization time more than 15 (fifteen) days from the date of mobilization advice from the Company shall be summarily rejected.
- 3.2** However, in case the Bidders can offer mobilization time less than above specified days, they should indicate their minimum possible mobilization period in their offer itself.
- 4.0 Key Personnel:** The Bidders must confirm with documentary evidences to provide the key personnel with bio-data, requisite experience and qualification as specified in Clause 7.14.(P) (personnel to be deployed) under **Section - III**, Scope of Work/Terms of Reference.
- 5.0** The Bidder must confirm to provide 1 (one) complete Rig Package as specified under SOW/TS in Section - III of the Tender Document, failing which the Bid shall be rejected.
- 6.0 DOCUMENTS:** Bidders must furnish documentary evidences along with their bids in support of fulfilling all the above requirement as under:
- (a) Rig offered – Documents relating to Rigs already in possession or proposes to own /lease along with technical specifications /details.
 - (b) Residual Life – Pertaining to the offered Rig as per Para 1.3 above.
 - (c) Work-over experience of the Bidder – Statement to be furnished by the 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) Legal Documents – MOU/Agreement (legally acceptable) documents in support of tie-up arrangements along with relevant documents towards experience of the collaborator, joint venture partners/consortium partners.
- 6.1** OIL reserves the right to inspect the offered Rig(s) and document as per the Scope of Work mentioned in the Tender Document prior to mobilization. The Bidder should forward their consent along with the Technical Bid.

II. FINANCIAL 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 4.05 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 ANNEXURE - 1.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.

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 II 1.0 above. Other Consortium members individually shall have to meet the financial turn-over criteria of INR 2.025 Crores.

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.

III. COMMERCIAL 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 in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

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 initialled 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) 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

17.0 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price-bid opening.

18.0 **Customs duty:** The Services under the contract shall be carried out in PML & OALP areas in Rajasthan and therefore, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.

19.0 Bidder to categorically comply to clause no. 39.0 of Instruction to Bidders (PART-1). Offers should be submitted in compliance clause no. 39.0 of Instruction to Bidders (PART-1). Offers not complying to the said clause shall be straightaway rejected.

IV. GENERAL

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 totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 Any exception or deviation to the Tender requirements must be tabulated in PROFORMA-D 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.

4.0 The Integrity Pact (Proforma-J) must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the Bidder shall be rejected straightway.

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 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

Note:

- a) It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria.
- b) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.
- c) For the above purpose, supplementary reinforcing documents submitted by the bidder in response to specific query after bids are opened, may have later date after bid opening date provided that such the certification/letter contents are only historical/confirmatory in nature.

7.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender / e-tender portal.

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

9.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.

10.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Local Tender. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Local Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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/BRC. 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.
- (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 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 labours/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 requirement 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 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-F and must be in the form of a Bank Draft/Cashier's cheque/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 from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

- 10.2 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.

- 10.3 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.
- 10.4 The Performance Security shall be denominated in the currency of the contract.
- 10.5 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.
- 10.6 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.
- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 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:**

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

Opening 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 sub-contract 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 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 Corporation:

- (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 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 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 unauthorized 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 Jodhpur and Principal Bench of Jodhpur 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 the rules framed 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:

- i. 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.
- ii. 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 INR 25.00 Lakh	Not applicable	Not applicable
Above INR 25.00 Lakh Upto INR 25 Crore	Sole Arbitrator	OIL
Above INR 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 pendente-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 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 Guwahati.
- 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.

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:

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

- 48.2 CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 48.3 During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.
- 48.4 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, Part – 3

Part – 3

SECTION – II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION

1.0 INTRODUCTION:

- 1.1 This Section establishes the scope and describes the work to be performed by the successful Bidder and also describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which the Bidder shall satisfy or adhere to in the performance of the work.

2.0 SCOPE OF WORK:

- 2.1 DEFINITION OF WORK:** To provide 01 (one) number of Mobile Work-over Rig Package of not less than 113 MT (125 Tons) capacity (net output of Draw-works not less than 500 HP) with all associated equipment / tools, man-power & other services on hiring for an initial period of 03 (three) years with a provision for extension for a further period of 01 (one) year or part thereof till the completion/ abandonment of last well at the same rates, terms and conditions. The Rig provided by the Contractor shall be utilized by Oil India Limited, Rajasthan Field for work-over operations in vertical & horizontal wells up to the depth range of 3000 meters. Depths of the wells, where operations are to be carried out, may somewhat increase or decrease at the discretion of the Company within the rated capacity of the Rig.

2.2 WORKOVER JOBS INCLUDING BUT NOT LIMITED TO THE FOLLOWING JOBS:

- a) Re-completion of well with/without gas lift valves & packer, with/ without electrical submersible pumps, progressive cavity pump, electrical downhole heater and sucker rod pumps.
- b) Fishing operations such as fishing out of swabbing tools, logging tools, tubing, drill pipes, drill collars, packers, piano wire, casing scrappers etc. and re-completion of well.
- c) Extension of perforation/re-perforation with/ without plugging back and subsequent operation to bring the well into production.
- d) Isolation of zones by setting cement plug/ packers and repairs.
- e) Well stimulations by acidization and hydro-fracturing.
- f) Sand control using gravel packing/ screens consolidated pack.
- g) Sand/cement cleaning and re-completion of wells.
- h) Milling operations e.g. milling out of packers, bottom-hole junks, bridge plug, cement retainer/packer and metallic obstructions.
- i) Water shut off job e.g. squeezing cement, sodium ortho-silicate polymer solution or any other technique.
- j) Drilling out of cement plug.
- k) Surfactant jobs.
- l) Recovery of production casing before abandonment of a well.
- m) Abandonment of a well by putting cement plugs & well-head recovery.
- n) Well killing in case of a well-kick or near blow-out situation.
- o) Recompletion of producing well with sub-surface well shut-in valve.
- p) Other allied miscellaneous work over jobs as may be decided by the Company during the course of work-over operation.

2.3 GUIDELINES: Recommended safe operating procedures & guidelines should be followed while carrying out work over & well stimulation operation. [Mines Act, 1952 read with Mines Rules, 1955 & OMR-2017, PESO, OISD-182 Guidelines and CPCB, SPCB, MoEF&CC Guidelines, HSE policy of Company], Environment Management Plan.

3.0 AREA OF OPERATION:

3.1 The area of the operation as planned is in the state of Rajasthan, India.

3.2 The following information is for general guidelines to the Bidders. Company is not responsible for any deviation of figures being spelt-out or met with for reasons beyond their control -

- (a) Minimum width of the well site approach road: 3.66 m
- (b) Turning radius: 12 m (generally), 15 m (exceptionally)
- (c) Maximum allowable unit load inclusive of fare weight for Class- AA loading: 50 tones
- (d) Maximum overhead clearance: 4.25 m.
- (e) Highest recorded wind velocity in Rajasthan: 128 km/hour (80 MPH).
- (f) Maximum recorded ambient temp: 55° Celsius
- (g) Minimum recorded ambient temp: (-) 5° Celsius.
- (h) Weather pattern: Dry weather, very rare rain and extreme climate.
- (i) Nature of top soil: Usually wind-blown sand.
- (j) Source of potable/drill water: As the responsibility under this bid is that of the Bidder, Bidders are therefore advised to assess the availability of water before bidding of their own.
- (k) Average annual rainfall: 1" (2.5 cm)
- (l) Humidity: Max. 40%.
- (m) Allowable axle load rating of weakest section of road: 12 Tons
- (n) Nearest city/town: Jaisalmer/Phalodi
- (o) Nearest railway station: Jaisalmer/Phalodi
- (p) Nearest airport: Jodhpur (@300 km from operation areas)

4.0 SCOPE OF SERVICE: The successful Bidder shall provide one Rig Package along with all necessary equipment/tools as listed in this section to carry-out work-over (oil/gas well servicing) operations in accordance with the well completion programme. Apart from this, the successful Bidder shall also provide spares for the entire Rig Package with operating crew, maintenance services, fuel (HSD), lubricant, water at all times for uninterrupted progress of work and make available all items mentioned herein ready for use. The Rig unit, equipment/tools and man-power should be capable to work in desert areas in the state of Rajasthan (India) with extreme environmental condition.

4.1 The service provider shall store HSD at well site as per guidelines/ rules of PESO. If the quantity of stored HSD calls for licence from PESO, the service provider shall either get the licence from PESO or the service provider to Procure and maintain two nos. mobile Bowser/ Tanker of HSD for use at each rig, where one will be at service in site and other for transporting HSD from depot time to time. The license for the mobile Bowser/tanker to be obtained from PESO in Form XIX as prescribed in "First Schedule, Part A" of Petroleum Rules 2002 where OIL may facilitate with necessary letter etc. for early grant of license:

"To transport petroleum class A or B in bulk on land for onsite refuelling of aircrafts, heavy vehicle or machinery and stationary equipment by a mechanically propelled vehicle, namely, Refueller".

The mechanism to connect the Refueller/Browser to fill the equipment at drilling/workover site has to be worked out/ planned before hand by the contractor for smooth operations.

5.0 PRESENCE OF CO₂ & H₂ S: Presence of CO₂ in minor quantities is expected in the wells in Rajasthan Field. The wells are expected to be H₂S free. Accordingly, the equipment/ tools etc. to be offered by the Contractor shall be for generally H₂ S free environment. However, H₂S contingency plan to be prepared by bidder and approved by OIL. Fixed & Portable Multigas detector, B.A. set 2 nos. with spare cylinder are to be made available as contingency.

6.0 TECHNICAL SPECIFICATION OF RIG PACKAGE: The necessary technical details & literature of the Rig with sub-structure, tools and equipment such as Draw-works, Engines, Pumps, Transmission System, Reduction Box, Torque Converter etc. are to be submitted along with the Technical Bid.

The successful Bidder shall mobilize all necessary equipment and tools for successful and economic completion of the work-over operation. All hoisting and rotating equipment/items must match with the offered Rig capacity as per API standard.

The Rig and equipment must be in good working condition fulfilling the Scope of Work and conforming to the broad specifications as laid down herein for work-over operation as per OIL's policy. The Contractor shall get the Rig and equipment/tools inspected at his cost for its satisfactory condition by Third Party Inspection Agency namely BV/DNV/ABS/LLOYDS/ OIL FIELD AUDIT SERVICES prior to mobilization.

The under-mentioned tests shall be carried out by the Third Party Inspection Agency -

- i) Hook load capacity of the Rig and Mast to be tested as per Technical Specifications.
- ii) NDT of all tubular, handling gears, cross-over subs, fishing tools, critical items, mast and substructure.
- iii) Verification and certification regarding the capacities, manufacturer's name, year of manufacture, serial no. and model for all the major/critical equipment/machines.

7.0 SPECIFICATIONS OF WORKOVER RIG AND ALL THE EQUIPMENTS/ ACCESSORIES TO BE PROVIDED ALONG WITH RIG:

7.1 SELF-PROPELLED (DRAW WORKS OUTPUT 500 HP MINIMUM) MOBILE WORK-OVER RIG (API) complete with the following:

a) DRAW WORKS:

- Minimum output horsepower rating: 500 HP (373 kW)
- Hoisting capacity: Not less than 113 MT or 125 Tons.
- Nominal depth rating: 1300 m to 3000 m with 2.7/8" tubing & 2.7/8" drill pipes.
- Twin drum draw works or single drum draw works having main drum LeBus grooved for 1" or 1.1/8" casing/drill line.
- **Hydromatic Brake:** Water-cooled hydromatic brake, driven by a twin-disc clutch with independent oil bath chain case to serve as auxiliary brake with suitable capacity water tank, valves and piping installed on the Rig Carrier.

Disc brake [shaft mounted] in lieu of hydromatic brake shall also be acceptable.

- **TWIN STOP DEVICE (CROWN & FLOOR SAVER):** One (1) pneumatically activated Twin-stop Device – Crown Saver to prevent collision between traveling block assembly and the crown block assembly, Floor Saver to prevent collision between the traveling block assembly and the drill floor.
- (b) **DRILLER'S CONSOLE:** Driller's console, adjustable height, located at the rear of the Carrier incorporating all functions to carry out work-over operations smoothly. Additionally, following minimum instruments should be mounted in suitable enclosure at Driller's console arranged in such a manner to give clear view of each & every gauge to Driller while operating the draw-works.
 - Weight Indicator, preferably Martin Decker or equivalent make with suitable sensor. Should be complete with 6 lines & 8 lines dials for 1" or 1.1/8" [Calibration certificate to be provided].
 - Mud pressure gauges 0-6,000 PSI. The mud pressure gauge system should have one (1) gauge for standpipe and one (1) for annulus pressure.
 - Suitable recorder for recording hook load.
 - SPM indicator for well servicing pump at driller's console.

NOTE: Rig instrumentation should be suitable for Hazardous area as per OMR-2017.

- (c) **MAST:**
 - Two-section Telescoping Mast manufactured & monogrammed 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.
 - Crown Block assembly should be complete with sheaves for cat-line, sand-line, out-cat line, rig tong line, power tong/pipe spinner line.
 - Clear height (below crown) from the ground: Min. 102 ft, Max. 112 ft.
 - Static hook load capacity: 2,50,000 lbs with 8 lines strung.
 - Wind load capacity - 69 MPH (60 knots) with full set back of pipes & all the guy lines in position.
 - Minimum 136 Tons capacity Crown Block Assembly with adequate no. of sheaves for stringing up 8 lines.
 - Mast load & wind guy lines.
 - Sheaves for cat line, sand line, tong line, out-cat line, power tong / pipe spinner lines.
- (d) **SUB-STRUCTURE:**

Substructure assembly to match with and provisions for mounting 17.1/2"/20.1/2" Rotary Table, manufactured & monogrammed as per API Spec 4F.

 - Floor height adjustable from 10 ft to 14 ft.
 - Minimum clear height under Rotary beams: 7 ft (when adjusted at 10 ft height.)
 - Static Rotary Capacity: 125 Tons (2,50,000 lbs) minimum.
 - Pipe Setback Capacity: 70 Tons (1,40,000 lbs) minimum.
 - Combined Static Rotary & Setback Capacity: 195 Tons (3,90,000 lbs) minimum.
 - Work Floor Dimensions: 15 ft x 15 ft.
 - Substructure should have provision for Rat hole and Mouse hole.

- (e) **TRAVELLING BLOCK AND HOOK:** Adequate/Compatible (150 -125 Tons) capacities unitized travelling block & hook assembly with 4 sheaves (compatible with the Rig).
- (f) **ROTARY DRIVE:** Rotary drive for driving 17.1/2"/20.1/2" Rotary Table by means of suitable air flex clutch drive from the rotary counter shaft, with oil bath chain guard and sprocket for rotary table to match the Rig operation.
- (g) **SERVICE WINCH:** Hydraulic Winch with wire line, tail chain, control valve & hoses installed having bare drum line pull capacity of 5,000 lbs.
- (h) **HYDRAULIC SYSTEM:** Suitable for heavy duty power tubing tong, raising & lowering of mast and winch operation. It may be single or double hydraulic pump of suitable capacity complete with necessary hydraulic circuit and accessories. The system should be capable of operating safely the Telescopic Rams of the Rig for rigging up or down the mast, the hydraulic motor to operate the winch and hydraulic subs. preferably; the hydraulic pumps should be driven by the PTOs fitted with the Transmission.
- (i) **ROTARY TABLE:** Rotary Table with 17.1/2" /20.1/2" opening and static load rating of 250 Tons.
- (j) **ROTARY SWIVEL:** Swivel having dead load rating of 125 Tons with 5000 PSI working pressure and complete with bail bumper support, goose neck connection to rotary hose etc. Swivel pin connection should be 3" API regular left hand with matching cross-over.
- (k) **ELEVATOR LINKS:** (150-125 Tons) weld-less elevator links. The links should be compatible to Travelling Block & Hook.
- (l) **ROTARY HOSE:** Rotary hose of 2"-2.1/2" ID, 3,000 psi working pressure, 50 ft long, conforming to API Spec. 7K with safety clamps at both ends & necessary fittings for connection to stand pipe & swivel goose neck
- (m) **ROTARY KELLY:** Suitable Square/Hexagonal Kelly compatible to rotary table for cement cleaning, bridge plug/packer milling etc. with Kelly Scabbard and matching Kelly Bushing capable to work inside 5.1/2" /7" casing/liner.
- (n) **RIG ENGINE:** Two (2) Nos.- diesel fuelled engine (CAT or equivalent), capable of transmitting minimum Net output 500 HP of the Draw Works. While calculating HP of the engines, the entire load for accessories drive and transmission & other losses shall be taken into account.
 - (i) All the rotating parts, belts etc. should be well-guarded.
 - (ii) Engine(s) should be equipped with" Emergency Kill" devices by shutting off air supply. This device should be operative from the Driller's Console.
 - (iii) Engine(s) should have two systems for self-starting:
 - (a) Electrical starting system during rig movement period and (b) Air starting system during operation period inside the well plinth.

- (o) **AIR COMPRESSOR:** Air compressor of required capacity for operating Air starter for the Rig engines and other pneumatic controls. The prime mover engine of the Air compressor will be hand starting (but not electric starting). The Air compressor shall be mounted on the deck itself in a convenient position. If required, the compressor may be placed on the ground also during operation period by laying down necessary lines for air supply. The air receiver supplied should be hydraulically tested at 1.5 times the working pressure. Details of test reports should be provided along with the Rig. Also, date of testing, test pressure & frequency of test should be painted on the air compressor.
- (p) **TRANSMISSION:** May be single or double Torque Converter type automatic transmission with minimum 4 nos. forward and 1 no. reverse speed which is/are capable of transmitting minimum 500 HP output of the Draw Works. The Transmission should be equipped with PTO to drive hydraulic pumps and other accessories as may be required for operation.

7.2 WELL SERVICING PUMP: One number diesel engine driven Well Servicing Pump set (GD or equivalent) of following specifications should be attached with the Rig Package. The pump should be equipped with all the accessories such as re-adjustable safety valve, pressure gauge, bleed valve with manifold etc. mounted on the pump.

Type: Reciprocating, single-acting triplex or double-acting duplex with replaceable liners & plungers / pistons to meet a range of discharge volumes and pressures as per operational requirements.

Discharge Capacity: **250 US GPM against 1000 PSI (minimum).**
50 US GPM against 5000 PSI (maximum).

(Pump set should be equipped with various speed reduction gear box to meet these parameters)

Pump Duty: Intermittent service for well-killing, circulation, milling, cement cleaning, cement displacement etc.

Well fluid to be handled:

- (i) Salt solution with KCl, NaCl, Calcium Chloride, Sodium Formate in the range of 63 PCF to 72 PCF for normal well operation.
- (ii) Kill mud prepared with bentonite, barites etc. weighing up to 82-86 PCF (11- 11.5 PCF) to control well-kicks.
- (iii) Other fluids like HSD, High-Vis Pill, Xanvis Pill etc.
- (iv) Cement Slurry of maximum weight up to 120 PCF (16.02 PPF).
- (v) Acid having combination of (10-15% HCL + 3-5% HF+ Fluoroboric 8% + Water).

NOTE:

- (i) The prime mover engine should preferably be air starting with all safety devices for well killing and other operations.
- (ii) Cementation & acid jobs are not of regular type. These jobs may be required to carry out as per individual well completion policy.
- (iii) Bilingual(Hindi and English) MSDS to be made available for all kinds of chemical in use.

7.3 GENERATING SET: A diesel engine driven Generating Set (Twin Unit – one running & one stand-by) of required KVA power considering all electrical loads in

the well-site shall be supplied by the Contractor. The Gen-Set must be noise proof ie. must have Acoustic Enclosure as per Central Pollution Control Board (CPCB) norms. Also, Gen set Stack height to be maintained as per CPCB norms.

Another Gen-set (Twin Unit) of required power shall be required for area lighting, A.C operation & other purposes at camp-site should be provided by the Contractor and it should have acoustic enclosures as mentioned above.

- (i) The acoustic enclose shall be designed to facilitate easy maintenance /repair of engine and alternator.
- (ii) The noise level of acoustic enclose shall be 75 dBA at 1 meter distance.
- (iii) Battery cut off switch for DG set shall be provided.
- (iv) Separate two point for body and separate two point for neutral shall be provided.

7.4 TANKAGE SYSTEM:

For water storage : Two (2) number tanks of 250 bbl (40 kl) capacity each minimum. Total storage capacity shall be 500 bbl (80 kl) minimum.

For well fluid storage :

- i) Three (03) number tanks of minimum 250 bbl (40 kl) capacity each. Total capacity should be minimum 750 bbl (120 kl). One tank shall be used as mixing cum storage tank and should be fitted with mixing system comprising of hopper, platform/ramp & mud agitator mounted on the tank for necessary mud mixing as & when required.
- ii) One (1) acid tank of minimum 9 kl capacity with mixing system.
- iii) One (1) tank of minimum 9 kl capacity for pills and blended solutions.
- iv) One (1) trip tank complete with accessories like centrifugal pump, line connection to well-head and from mud tank system. The tank should be fitted with Level Indicating Scale showing volume and depth measurement of tank.

Note: Work-over fluid mixing facilities:

1. Ramp fitted with mixing hoppers (2 nos.) at ramp floor height. Ramp area should be minimum of 300 sq.ft. and attached to the mixing tank.
2. Agitators (electrical driven) mounted on the tanks.
3. Bottom guns – mechanical type (rotatable).
4. Dedicated pump sets for preparation of mixing fluid/chemicals/mud additives.
5. Facility for inter-tank fluid transfer shall be such that suction can be taken from each tank and delivery can also be given to any tank.
6. Facility for taking fluid return during cement cleaning, milling etc.
7. Suitable screen for placing over the tank under return line from well.
8. Acid tank should have bottom suction facility without dead volume.

Some screening system should be fitted in the mud tank return line to collect the sand/cement cuttings during cement cleaning operation whenever necessary.

Mixing tank should be provided with suitable ramp (12ft.X12ft.), hopper and mud agitator arrangement for necessary mud mixing as and when required.

Continuous recirculation of well fluid/water must be ensured.

Note: All the tanks shall have proper ladder and barricading system at the top as per safety norms.

- 7.5 SUCTION AND DELIVERY SYSTEM:** Suction hose with interconnection between pump suction lines shall be provided by the Contractor. From pump delivery manifold, suitable bleed line and valve shall be provided by the Contractor. Pump delivery manifold shall have arrangements for hole-filling line and kill-line connection.

GENERAL NOTE:

- (i) All the necessary pipes/lines, fittings, valves etc. required to rig-up the static and hook-up the pumps shall be provided by the Contractor.
- (ii) Any other pipes, fittings, valves etc. which may be required during well operation period shall be provided by the Contractor.
- (iii) Adequate length of high pressure delivery lines, preferably chiksan hoses of 10,000 psi rating, from Well Killing Pump to well-head when the pump is placed at recommended safe distance from well-head (at least 30 m from well centre) shall be provided by the Contractor.
- (iv) The total number of Rig loads required for Rig movement shall be clearly spelt out in the Technical Bid giving details of each load.
- (v) Approximate transportable dimension of one Rig load should be confined to 9 M (Length) x 3.5 M (Width) x 3 M (Height).
- (vi) Supply, storage, consumption / regulation of water & fuel at the well sites as well as at the camp site shall be Contractor's responsibility. Any shut down of operation due to non-availability of water and fuel shall be on Contractor's account.
- (vii) Supply of well consumables and chemicals for well fluid preparation and materials for meeting other down-hole eventualities at well-site shall be Company's responsibility. But unloading of materials and subsequent storage & handling at well-site shall be Contractor's responsibility. It shall also Contractor's responsibility to load the excess materials on vehicles provided by the Company for sending back to Company's own store-house on the completion of the well.
- (viii) The Contractor shall also provide fuel for all of their vehicles and other stationary engines operated inside the well-site.
- (ix) All sorts of fuel/lubricants for day to day operation of various Rig equipment shall be supplied by the Contractor. Also, various spares for all the Rig components shall be stocked at site or supplied by the Contractor well in advance of the requirement at well-site.
- (x) **Well Logging Service:** All logging requirements as depicted in the work-over programme shall be met by OIL through its in-house facility or Logging Service Provider.

- (xi) **Well Killing:** During well killing, OIL will supervise the operation. Well killing pump with kill tank, kill manifold, kill line, NRV & other fittings and man-power service shall be provided by the Contractor. Contractor shall be entirely responsible for operation of Kill pump, function of NRV, preparation of kill fluid and man-power services at all the strategic points during well killing operation, including assistance in laying of flush/ flare lines to the pit.

7.6 LIGHTING SYSTEM: Explosion proof and suitable for use in hazardous location with adequate lighting at all the important points. Must have approval for Use of electrical apparatus and lighting fittings in Zone-1 and Zone-2, hazardous atmosphere of Oil Mines under provision of Reg-107 and Reg-118 of the OMR,2017 and notification from Ministry of labour & employment (DGMS) dated 18/10/2017 as per GSR 1359(E) and GSR 1360 (E) for use in Zone 1/Zone 2, Gas Group IIA & IIB as statutory requirement.

Mast lighting system and area lighting system should be provided with proper fixtures, plug & sockets, junction boxes, poles etc. One or more white flasher aviation light of high luminous intensity should be mounted at Crown Block. These lights shall be operational at all times from the time the mast is raised and until the mast is finally lowered irrespective of well operation.

NOTE: STATUTORY REQUIREMENTS FOR ELECTRICAL ITEMS

All the equipment such as motors, motor starters, light fittings, push button stations, plugs & sockets, junction boxes, etc to be used in hazardous area must have CMRI, Sitarampur (India) certifications or equivalent certification from Competent Authority from the country of origin and the Bidder has to forward the same along with the Technical Bid. Bidder shall confirm categorically during the offer that approval for Use of electrical apparatus and lighting fittings in Zone-1 and Zone-2, hazardous atmosphere of Oil Mines under provision of Reg-107 and Reg-118 of the OMR,2017 and notification from Ministry of labour & employment (DGMS) dated 18/10/2017 as per GSR 1359(E) and GSR 1360 (E). The same will be provided along with the supply (as per OMR-84, Clause Nos. 73 & 75). The successful Bidder should ensure that White Flasher Type Aviation Warning Lights on the Crown of the Mast have been provided as per Aviation Standard.

The entire electrical installation job should be carried out as specified in the latest version of Indian Electricity Rule and relevant standards and precautions should be adopted in the oil field as specified in the Indian Electricity Rule.

7.7 HANDLING TOOLS:

(a) Elevators:

- i. For 2.7/8" OD EUE Tubing – 2 Nos.
- ii. For 2.7/8" OD Premium Tubing – 2 Nos.
- iii. For 4.1/2" OD VIT Tubing - 2 Nos.
- iv. 3-1/2" EUE tubing
- v. For 3.1/2" OD Drill Collars – 1 No.
- vi. Side Door Elevator for 5.1/2" OD Casing - 2 Nos.
- vii. Side Door Elevator for 7" OD Casing - 2 Nos.

(b) Slips:

- i. Rotary Hand Slip for 2.7/8" OD ~~EUE~~ EUE/ Premium Tubing – 2 Nos.
- ii. Rotary Hand Slip for 4.1/2" OD VIT Tubing - 2 Nos.
- iii. 3-1/2" EUE tubing
- iv. Rotary Hand Slip for 3.1/2" OD Drill Collar – 1 No.
- v. Spider Slip for 2.7/8" OD EUE/ Premium Tubing-1 No.
- vi. Rotary Hand Slip for 5.1/2" OD Casing - 2 Nos.
- vii. Rotary Hand Slip for 7" OD Casing – 2 Nos.

(c) Tongs to handle Tubular -

Rig Tongs: Complete set of Rotary Tongs in pair with 2 sets of extra jaws and replaceable spares of required capacities & sizes to handle the following tubular -

- (i) 2.7/8" OD Drill Pipes.
- (ii) 3.1/2" OD Drill Collars.

Type 'C' Rig Tong: With inter-changeable jaws for 5.1/2" OD & 7" OD Casing: 2 Nos.

Tubing Tongs:

- i) 2.7/8" OD EUE Tubing – 2 Nos.
- ii) 4.1/2" OD VIT Tubing - 2 Nos.
- iii) 3-1/2" EUE tubing

(d) Power Tubing Tong:

- (i) For 2.7/8" OD EUE/ Premium, 3-1/2" EUE tubing & 4.1/2" OD VIT Tubing - 1 no.– 1 No with die segment & spares for both sizes of tubing.

(e) Drill Collar Safety Clamps: For 3.1/2" OD Drill Collars – 1 No.

(f) Cross-over Subs: For various sizes of tubular mentioned above [The Bidder should also provide necessary substitutes required to use for 2.7/8" EUE Tubing along with 2.7/8" Premium thread (VAM, FOX, HUNTING, BGT2, APEX etc.) Tubing – 2 Nos. (EUE –Premium thread & Premium thread – EUE)]

(g) Tubing Shut-in Valve: Rating - 2" x 5000 psi working pressure for following tubular -

- (i) For 2.7/8" EUE Tubing – 1 No.
- (ii) 3-1/2" EUE tubing- 1No.
- (iii) For 4.1/2" OD VIT Tubing - 1 No.

(h) Tubing Circulating Head: Suitable for the following tubular -

- (i) For 2.7/8" EUE Tubing - 1 No.
- (ii) 3-1/2" EUE tubing – 1 No.
- (iii) For 4.1/2" OD VIT Tubing - 1 No.

(i) Choke and Kill Manifold: One no. Choke and Kill manifold of not less than 5M working pressure fitted with NRV in kill lines and complete with one manually and one hydraulically operated adjustable chokes including buffer tank and control console mounted on derrick floor showing all necessary parameters.

(j) Chicksan Hoses/High Pressure Pipes:

- i) Ten (10) Nos. of 2" chicksan hoses/flexible steel piping 12 ft long, 5000 psi working pressure complete with 2" FIG 602 Hammer Unions.
- ii) Sufficient quantity of 2"x 5 M working pressure straight steel pipes complete with 2" FIG 602 hammer union (male & female) at both ends. Total length should not be less than 150 feet.

(k) Tubing Wiper: One (1) No with heavy duty frame should be provided along with spares for both 2.7/8", 3.1/2" & 4.1/2" tubing

(l) Casing Scraper: Suitable for 5.1/2" [17-23 PPF], 7" (23-29 PPF) and 9.5/8" (43-48 PPF) casings complete with cross-over for connecting the same to drill pipe/tubing – One (1) No each.

(m) Flow Line/Ditch Magnet - 1 No (minimum).

(n) Mud Motor for cement cleaning/milling of following sizes:

i) **3.1/2" OD for 5.1/2" Casing:** 5/6 lobe configuration, minimum flow rate 70 GPM (US), peak torque not less than 900 ft-lbs, peak power not less than 30 HP and having bottom connection of 2.7/8" API Regular RH Box.

ii) **4.3/4" OD for 7" Casing:** 5/6 lobe configuration, minimum flow rate 100 GPM (US), peak torque not less than 4000 ft-lbs, peak power not less than 100 HP and having bottom connection of 3.1/2" API Regular RH Box.

Necessary cross-over subs required for connection with 3.1/2" drill collars should be supplied by the Contractor.

At least one no. each of 3.1/2" OD & 4.3/4" OD Mud Motor should be kept ready at well-site at all times with working spares.

(o) Pulleys:-

- (i) Pulley for running in of 1/4" Diluent Injection string cable.
- (ii) Pulley for running in of 2" Electric Downhole Heater Power Cable

(p) Tongs and Elevators for handling 7/8", 1" SRP rods

7.8 TUBULAR/ CROSS OVER SUBS:

a). Drill collar: 10 (Ten) Nos. – Plain body drill collars of following dimensions shall be required: 3.1/2" OD. 26.7 PPF, 1.1/2" ID, 30 FT long, NC 26 (2.3/8" IF). 3.1/8" OD Drill Collars (plain) with 1.1/4" ID and of same length & end connections shall also be acceptable if 3.1/2" size is not available with the Contractor. Adequate number of lifting plug/subs for each size of drill collars as per operational requirement.

b). G-105 Drill Pipe: 3000 m (Three thousand metres) of following dimensions: 73.03 mm (2.7/8") OD x 15.50 Kg/m (10.4 lbs/ft), Range II length, API Grade 'E'.

- (i) One lot of necessary substitutes between drill pipe and drill collars, between drill collar and bit/mill, Kelly, fishing tools etc. required for cement cleaning string /fishing string shall be provided by the Contractor.
- (ii) Tri-cone bits shall be provided by the Company of the sizes 4.1/2", 4.5/8", 5.7/8" & 6".
- (ii) Suitable fishing tools for each size of tubular, cross-over subs are to be provided by the Contractor.
- (iii) Suitable size bell nipple and flow nipple for making up at the wellhead for return line shall be provided by the Contractor.

Handling Tools for above:

- (i) Elevators for 2.7/8" G-105 Drill Pipe (100 ton) – 2 Nos.
- (ii) Slips for 2.7/8" G-105 Drill Pipe (100 ton) – 2 Nos.
- (iv) Shut-in valve for above (5000 psi Working Pressure)- 1 No.

Note: All handling gears and cross-over subs to handle Contractors tubular should be available at the Rig site.

7.9 FISHING TOOLS: All fishing tools, including but not limited to those mentioned below shall be provided by the Contractor for the tubular supplied by them and also for tubing and casing supplied by the Company.

- a) Series 150 Bowen or Equivalent Releasing and Circulating Full Bore Overshot: Suitable for catching 2.7/8" OD Tubing [EUE & Premium thread], 3.1/2" OD Tubing (EUE), 4 1/2" OD VIT tubing, 2.7/8" OD SLH-90 Drill Pipes, 3.1/2" Drill Collars (and any other tubular of the Contractor) and to operate inside 5.1/2" (17-23 PPF) & 7" (23-29 PPF) Casing. Over shots should have standard accessories like top sub, packer, spiral grapple with control packer, basket grapple with control & mill control packer, lock rings, standard lipped guides, oversize guide, extension sub, hook-wall guide etc. Spare grapples & packers for all sizes of tubular should be made available at well-site.
- b) Impression Blocks: Suitable to operate inside 5.1/2" (17-23 PPF) & 7" (23-29 PPF) Casing – One (1) No each.
- c) Junk subs [OD: 4.1/2" & 6"]: Suitable to operate inside 5.1/2" (17-23 PPF) & 7" (23-29 PPF) Casing – One (1) No each.
- d) Reverse Circulating Junk Basket: Suitable to work inside for both 5.1/2" OD (17-23 PPF) Casing & 7" OD (23-29 PPF) Casing.
Note for RJCB: Reverse Circulating Junk Basket should be complete with standard accessories like top sub, catcher assembly, mill shoe & magnet insert.
- e) Skirted Mill with Junk Sub: Suitable to work inside for both 5.1/2" OD (17-23 PPF) & 7" OD (23-29 PPF) Casing for dressing fish top etc.
- f) Suitable Mill [Flat Bottom]: Suitable to work inside for both 5.1/2" OD (17-23 PPF) Casing & 7" OD (23-29 PPF) Casing – for milling Bridge Plug / Retainer Packer etc. 2 Nos. each required to avoid unnecessary loss of mill build up time. Suitable packer retrieving tool should also be made available as and when required.
- g) Eutectic Electrodes & Flux – Bowen or equivalent make, for dressing up of worn-out Mills after any milling operation.
- h) String/Fishing Magnet: Suitable to work inside 5.1/2" (17-23 PPF) & 7" (23-29 PPF) Casing.
- i) Wire Line Grab: Both internal & external to catch logging wire fish suitable to operate inside 5.1/2" & 7" casing.
- j) Casing Spear: Bowen or Equivalent make full circulating and releasing spear to catch 7" (23-29 PPF) & 5.1/2" (17-23 PPF) casing. The spears should be complete with all accessories including the required guide.

Suitable cross-over sub for connecting the same with drill pipe should be provided.

- k) Taper Tape: One (1) No each for 3.1/2" OD, 4 1/2" VIT tubing & 2.7/8" OD Tubing and 3.1/2" OD Drill Collars to work inside 5.1/2" (17-23 PPF) & 7" (23-29 PPF) casing.
- l) Die Collar: One (1) No each for 3.1/2" OD, 4 1/2" VIT tubing & 2.7/8" OD Tubing and 3.1/2" OD Drill Collars to work inside 5.1/2" (17-23 PPF) & 7" (23-29 PPF) casing.
- m) Wire line grabs, both internal & external - to catch piano wire fish, sinker bars etc inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.
- n) Peripheral Milling Tool to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) casing.
- o) Concave Mill to work inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) casing.
- p) Tapered Mill to work inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) casing.

NOTE:

1. Fishing tools to handle Contractors & Company's tubular should be made available in the Rig. Fishing tools should be in prime working condition at all the time of operation. Hence, adequate spares are to be kept & maintained accordingly at well-site by the Contractor.

2. VIT Tubing end connection - 4.1/2" premium thread (Hunting/ TMK etc)

All necessary handling gears, tubular, cross-over subs and all fishing tools to handle Contractors & Company's tubular for the entire Rig operation are to be made available all the time by the Contractor. NDT inspection certification in respect of all the above items are to be provided by the Contractor during mobilization period and prior to start of operation in the first well. Also, subsequent NDT of rig, rig related equipment, tools etc are to carries out as per norms during the contract period.

7.10 BLOW OUT PREVENTER: [As per applicable API specifications]

- a) **One Double RAM Hydraulic BOP [Cameron/Shaffer/Hydril/NOV/WOM make preferably]** - 7.1/16" x 5M flanged bottom connection and 7.1/16" x 5M studded top connection, dressed with 2.7/8" pipe rams & blind rams. The BOP should meet API Specification 16A and should bear API monogram.

7.11 BOP CONTROL UNIT: [As per API Spec. 16D]:

One (1) no. Koomey or Equivalent (compatible with BOP Stack sand other well control equipment) skid-mounted Accumulator & BOP Control Unit, 3000 psi working pressure to suit BOP, HCR valve and Choke Manifold configuration with Remote Control Panel, accessories and complete with skid-mounted pipe racks to place the Unit at least 120 ft away from well centre.

The Unit shall be equipped with adequate number of accumulator cylinders (bladder type) of 10/15 gallon (US) capacity each and complete with necessary pressure actuator switches to make the Unit both automatic & manual. Bidders are to submit the work-sheet indicating the reservoir capacity & accumulator capacity along with the Technical Bid.

BOP Remote Control Panel with graphic visual display should be placed on derrick floor near to the Driller Console.

All electrical items incorporated in the Unit should be suitable for hazardous area Zone-1 & Gas group IIA & IIB as statutory requirement and should have approval for Use of electrical apparatus and lighting fittings in Zone-1 and Zone-2, hazardous atmosphere of Oil Mines under provision of Reg-107 and Reg-118 of the OMR,2017 and notification from Ministry of labour & employment (DGMS) dated 18/10/2017 as per GSR 1359(E) and GSR 1360 (E).

Arrangements for charging the accumulator cylinders with nitrogen, as & when required shall be made available at well-site.

BOP Control Unit shall be complete with both electrical and air operated pressurizing system with auto pressure switch for both, capable of pressurizing up to 3000 psi.

Sufficient number of high pressure control lines shall be made available in the shape of pipe tray for connection between BOP & Control Unit placed at about 120 ft away. Also, adequate length of air hoses (1 set) should be kept for connection of Remote Control Panel with BOP Control Unit.

NOTE: All wellhead equipment/ BOP/ BOP Control Unit should be pressure tested to its rated capacity and should be certified as per API as well as OISD/DGMS (India)/OMR-2017 recommended practice.

7.12 SAFETY DEVICES:

- (a) **Fall Protection Device:** An anti-fall coupled with safety harness/ belt shall be provided for personnel working on mast while exposed to a fall of 3 meters or greater or climbing unprotected vertical ladder with same exposure. One spare Fall Protection Device should be available at all times.
- (b) **Emergency Escape Device (As per OMR-2017, Regulation 38):** For evacuation of Top Man from racking platform level in case of emergency. Escape device should have a seat and a spring actuated cam brake.
- (c) **Portable Gas Detectors:** A portable multi gas detector capable of determining monitoring level of combustible gases in air should be made available at site. (Bidder should confirm to provide DGMS approved Gas Detector in his offer. However, DGMS approval must be submitted before commencement of operation). One additional Portable Multi Gas Detector with same features as above to be made available at the rig at all times.
- (d) **Noise Level Meter:** One portable noise level meter for measuring noise pollution at well site shall be made available by the Contractor.
- (e) **Lux meter:** One portable lux meter for measuring illumination level at well site shall be made available by the Contractor. The Lux meter should have a valid Calibration certificate.

- (f) **Self Contained Breathing Apparatus (SCBA):** Two (02) SCBA set to be kept available at well site by contractor for emergency purposes. The SCBA specifications should comply with OISD Guidelines 115 (Clause 8.7).

NOTE: All safety equipment should be in prime working condition.

(d) **OTHER ITEMS/TOOLS:**

- i) Chemical Store House.
- ii) Dog House/ Driller's Cabin.
- iii) Crew Hut.
- iv) Company Representative's Office.
- v) Tool Pusher's Office.
- vi) Rig Ware House.
- vii) First Aid Cabin.
- viii) BOP Testing Unit with high pressure test pump.
- ix) Cup tester for testing 7" (17-23 PPF) OD & 5.1/2" (23-29 PPF) OD casing with facility of inter-changeability of cup to suit different weight of casings.
- x) Thread dope (Z-50 type) for Contractor's tubular.
- xi) Complete set of tool & wrenches.
- xii) Riser & Flow Nipple (milling/cement cleaning purpose).
- xiii) One no. additional reel of drill line (as per specification of the Rig) should be made available at site in advance of requirement.

NOTE:

- 1. **Any other item/ assembly not incorporated above but needed for meeting the Scope of Work in the Tender should be provided by the Contractor.**
- 2. **OIL reserves the right to use the Contractor's item in any other well for operational requirements.**
- 3. **All necessary HSD, lubricants, technical water, potable water required for Rig operation should be provided by the Contractor.**
- 4. **All necessary permission from Competent Authority for storage of HSD at well-site should be obtained by the Contractor.**

7.13 General Statutory Requirements for SAFETY NORMS:

- a. All the moving / rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded and painted with red colour.
- b. SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the times.
- c. Proper colour codes as per safety norms should be applied on the high pressure lines, gas lines and water lines.
- d. Anchoring and grouting of the delivery & bleed lines of the pumps should be done before running the pump.
- e. It shall be the responsibility of the Contractor to provide required Personal Protective Equipment (PPE) and Safety Gadgets to all its employees deployed at well-site as per provisions of OMR, 2017 at his own cost.

7.14 ASSOCIATED SERVICES TO BE PROVIDED FOR RIG OPERATION:

A. WELL COMPLETION SERVICES

i) Schedule -1: For Well Testing (Production Testing):

1. Making & breaking including stacking and running in of production tubing (2.7/8" OD EUE/ Premium N-80 / L-80 & 3.1/2" OD EUE L-80/ N-80) as per the standard practice.
2. Installation of Tubing Head Spool, packing of secondary seal and testing of the same as per the rating.
3. Testing of X-Mass tree and installation of the same.
4. Making up of necessary tubing and casing connections on the Well Head.
5. Hooking up of the production equipment namely Tanks, Separator, Steam Jacket, Ground X-Mas tree etc. and test the same before commissioning as per the requirement.
6. To lay and connect the gas flare line to the Flare Pit.
7. To maintain the tubular tally including any down-hole production equipment lowered in hole.
8. All necessary surface connections to be made by the Contractor for enlivening the well using Nitrogen Pumping Unit (NPU) and Coil Tubing Unit (CTU).
9. Hooking up of the steam lines to Production Tanks and Steam Jacket.
10. To carry out matrix/mud-acid job as per advice of OIL or its third party.
11. Operations related to sucker rod / pony rod/ polished rod/ sinker bars and subsurface pump running in and pulling out to be carried out by the contractor (rod may be of following sizes: 3/4", 7/8" and 1") in Baghewala field. The basic tools and tackles may be provided by the contractor for the operations.
12. The contractor to also handle EDH (Electrical Downhole Heater) with cable, DIS with dozing tube running in and pulling out operation, wherein OIL will assist the operation. The contractor may have 2 -3 nos of pulley for smooth running in/ pulling out of cables and control tubes.

ii) Schedule -2

1. All production equipment's namely X-Mas tree, Tubing Head Spool, Hanger Flange / Tubing Hanger, Separators with all accessories,

Tanks, Steam Jacket, Ground X-Mas tree, Tubing (both EUE and VAM), Pipes for surface fittings and flare line etc. shall be provided by the Company.

2. All tools required for making up of the above equipment are to be supplied by the Contractor i.e. elevators, slips, tubing tong, coupling tong, hydraulic pumps and other necessary equipment's for hydraulic testing of the Separators, X-Mas tree, Ground X-Mas tree, Steam Jacket etc to be provided by the Contractor.
3. Consumables such as elevator/slip dies, tong dies, pump spares, thread dope etc. to be provided by the Contractor.

B. TRANSPORTATION SERVICES:

i) OIL'S RESPONSIBILITY

1. Transportation of Company's personnel and additional materials/equipment (those not attached with the Rig) shall be Company's responsibility.
2. Cement shall be supplied by Company. To & fro collection and transportation shall be carried out by the Company. Loading/ unloading, stacking etc of this cement at site shall be carried out by Contractor as and when required.
3. In case of well emergency, it is the responsibility of the Company to supply/ transport chemicals, cement etc. to well site.
4. Well consumables like tubing, well head, bridge plug, retainer packer, mechanical packer, down-hole production equipment etc. shall be supplied by the Company. To & fro collection and transportation shall be carried out by Company. Loading/unloading, stacking etc. at well site of these consumables shall be carried out by Contractor.

ii) CONTRACTOR'S RESPONSIBILITY

- 1) Transportation of Contractor's personnel & their materials from Camp site (central) to Rig site shall be the responsibility of the Contractor. All vehicles deployed for this purpose should be in good working condition.
- 2) All requirements of crane(s), during rig up/rig down & inter-location movements are to be provided by the Contractor.
- 3) The Contractor must provide at his cost equipment & services for the following minimum number-
 - Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.
 - During Inter-Location Movement, any left-over consumables including but not limited to well-head, casing, tubing or any kind of tubular, bits, chemicals, barites, bentonite etc. should be collected, loaded, stored, handled, transported & unloaded between locations by the Contractor or as directed by OIL.
 - Rig down / rig up / transportation / maintenance of Company's materials / items viz. production testing

equipment (if any) attached to the Rig shall be done by the Contractor.

4) Any additional requirement of crane for any specific job/purpose of emergent nature at site during well operation should also be provided by the Contractor on intimation from the Company with no extra cost to Company.

C. ELECTRICITY: Generation and supply of electrical power for running the entire operation and for various uses in the camp-site and well-site shall be done by the Contractor.

i) **RIG LIGHTING**

1) All lighting fixtures, plug & sockets, junction boxes etc. used in hazardous area shall be explosion proof or increased safety and must have approval for Use of electrical apparatus and lighting fittings in Zone-1 and Zone-2, hazardous atmosphere of Oil Mines under provision of Reg-107 and Reg-118 of the OMR,2017 and notification from Ministry of labour & employment (DGMS) dated 18/10/2017 as per GSR 1359(E) and GSR 1360 (E) Gas Group IIA & IIB as statutory requirement.

2) Lighting cable should be multi core flexible copper cables, 1000 volts grade (armoured or screened), electrometric rubber insulated, CSP/NBR sheathed.

3) Power supply to the lighting circuit shall be from phase-to-phase – 230 volt, 50Hz (or 60Hz).

4) Adequate number of white flasher type aviation warning light should be mounted at the mast top. These light shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation.

5) Illumination level should be maintained as per OISD guidelines(OISD-RP-149).

ii) **RIG MOTORS:** All rig motors, starters and push button stations used in hazardous area must have approval for Use of electrical apparatus and lighting fittings in Zone-1 and Zone-2, hazardous atmosphere of Oil Mines under provision of Reg-107 and Reg-118 of the OMR,2017 and notification from Ministry of labour & employment (DGMS) dated 18/10/2017 as per GSR 1359(E) and GSR 1360 (E)) gas group IIA & IIB classification as statutory requirement. Cable used for motor operation should be multi-core flexible copper cables (armoured or screened) of 1000 volts grade, EPR insulated, CSP/NBR sheathed.

iii) **EARTH LEAKAGE PROTECTION DEVICE:** All out going feeders for motor, lighting etc. shall be provided with earth leakage protection device so as to disconnect the supply instantly at the occurrence of earth fault or leakage current IE (Indian Electricity) rule 61A.

v) **NGR SYSTEM:** System of Neutral Grounding Resistance with suitable isolating transformers should be installed for restricting fault current to a maximum of 750 mA as per Statutory Guidelines.

vi) **GENERAL CONDITION**

1. All electrical equipment such as motors, light fittings, push button station, plug & sockets, junction boxes, motor starters etc. used in hazardous area must be approved by DGMS, Dhanbad as statutory requirement (Oil Mine Regulation, 2017- Clause Nos. 73 & 75).
2. The Bidder should furnish the following along with the Bid -
 - Single line power flow diagram
 - Plan layout of electrical equipment used in Rig.
 - List of all electrical equipment used in the Rig must comply with electrical apparatus and lighting fittings in Zone-1 and Zone-2, hazardous atmosphere of Oil Mines under provision of Reg-107 and Reg-118 of the OMR,2017 and notification from Ministry of labor & employment (DGMS) dated 18/10/2017 as per GSR 1359(E) and GSR 1360 (E)
 - Earthing scheme of all electrical equipment.
3. Electrical job precautions should be adopted in the oil field as specified in the Indian Electricity Rules, 1956 and Oil Mine Regulation, 2017.
4. All electrical equipments such as motors, starters, light fittings, push-button stations, junction boxes, socket board as well as mud/water tanks, vessels and work- over Rig outfit should be doubly- earthed. With suitable GI strip/copper multi standard wire) as per IS-3043.
5. Proper (ISI marked) insulation mat should be placed in front of switch, panel board etc.
6. Should have FLP torch, Insulation Tester, Multimeter, Earth Tester and Electrician's Tool Kit.
7. Job supervision has to be done by a Competent person, possessing Supervisor's Certificate of competency (part no. VIII) issued by State Licensing Board.
8. "LOCK OUT TAG OUT SYSTEM" in every activity of electrical is to be strictly followed.

i) **COMMISSIONING REPORT & STATUTORY RECORDS:** One commissioning and statutory record register should be maintained by Contractor to record the following-

- Insulation resistance of all motors, generators, cables, distribution board, transformer etc –On each rig up & monthly.
- Earth resistance of all electrodes – On each rig up & monthly.
- Test record of Residual Current Circuit Breaker (RCCB) - Monthly.
- Maintenance of FLP equipment - Yearly.
- Electrical Log Sheet (Annexure – XII) – Daily (Format of Annexure – XII of IER shall be provided by OIL).

D. CEMENTING SERVICES

- i) Contractor has to provide one suitable capacity pump with necessary accessories & fittings exclusive for cement squeeze & plug jobs for isolation repair of production casing. **If required, the same pump may be used for well killing operation also.**
The broad specification of the pump shall be –

Diesel Engine (250-300 HP Capacity) driven, skid-mounted, preferably turbocharged Caterpillar/Cummins and OPI/National make or Equivalent Triplex Plunger Pump of minimum rated capacity 5,000 psi having varying plunger sizes from 2.1/2" to 4" having discharge rate of (300-350) GPM (US) maximum with suitable Torque Converter having five speed control system. 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.

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

- ii) One Tank with mud mixing facility of capacity 1000 US gallon. The mixing pump should be of centrifugal type & driven by 75 HP Electrical Motor. The tank should have bottom suction facility to avoid unnecessary wastage of left-over cement collected at the bottom of the tank in the case of having suction facility on the sides of the tank.
- iii) One Hopper with necessary fittings for connections with the centrifugal pump for mixing & re-circulation of cement slurry within the tank. The hopper should be fitted over working platform of grated floorings on the top of the tank. The Suction line of Hopper should have bottom suction facility to minimise the Chemical/Cement consumption.
- iv) Company shall perform the cementation and stimulation jobs such as cement squeeze, cement plug job etc. as per the requirement of well completion policy at the wells planned for work over jobs.
- vi) The Contractor shall be responsible to assist the Company by providing fuel, water, air, tools/equipment, manpower etc. in performing all above jobs at all the wells.
- vii) Pump unit shall be placed at about 120 ft away from well-head and as such sufficient number of suitable chiksan hoses/ high pressure pipes should be kept at site for making delivery line to well-head.
- viii) The delivery line should be fitted with one NRV near to well-head.

E. WELDING MACHINE – ONE SET WITH OPERATOR: Powered by Diesel Engine/Electric transformer with all associated welding and cutting accessories, oxy-acetylene cutting equipment with flash back arrestor, brazing tool etc. The set should be capable of generating welding current of minimum 400 amps at 50.60 Hz with constant current characteristics. Engine of the welding machine should be fitted with spark arrestor. Sufficient spares like various grades of electrodes, oxy-acetylene gas cylinders & PPE for the Welder/Operator etc. should be maintained at all time.

Note:

- 1. The welding & cutting set should be provided along with one Welder. The Welder should have adequate experience in working in drilling/work-over wells and must be conversant with welding/cutting of casing & well-head accessories.
- 2. He must possess the Certificate of Welding Trade from any recognised institute of State Government (one year course). The bio-data of Welder should be furnished along with the Technical Bid or during mobilization of Rig package.
- 3. Working hours for the Welder: 12 hours in day shift and as & when required. Bidders to confirm this while quoting.

F. CRANE WITH OPERATOR – One (1) NO: Diesel Hydraulic, Truck mounted, Telescoping Boom Mobile Crane of 30 Tons (SWL) minimum capacity is to be made available at all times at well site for the Rig operations. The capacity of the crane should be capable to handle the heaviest load of the Rig Package – Bidders to declare the same in the Technical Bid.

One (1) fork-lift of 10-ton capacity necessary for handling light materials & consumables at well-site should also be the provided by the Contractor.

Note:

1. The Crane/fork lift should be provided along with Operators. The Crane/Fork-lift Operators should have a minimum of 2 years' experience in operating a heavy-duty crane attached to drilling/work-over Rig and should possess a license for driving heavy motor vehicle.
2. The bio-data of Crane/Fork-lift Operators should be submitted along with the Technical Bid or during mobilization of Rig Package.
3. Working hours for the Operators: 12 hours in day shift and as & when required. Bidders to confirm this while quoting.

G. ONE MINI TRUCK (TATA 407 OR EQUIVALENT): For carrying various light operational requirement and camp requirement as and when necessary.

H. FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:

(As per API wherever applicable)

- a) **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by Company at prescribed intervals.
- b) Contractor shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR-2017.

FIRE FIGHTING EQUIPMENTS:

(Firefighting arrangements should as per OMR 2017 & OISD-189 wherever applicable)

- i) One (1) no. 54 KL (minimum) capacity water storage tank with connection provision to fire trailer pump/skid mounted fire pump. The tank should be skid-mounted welded type with adequate thickness. There should be level indicator in the tank.
- ii) Trailer/ skid mounted diesel engine driven fire water pump of capacity 1800 lit/min at 7kg/cm² pressure.
- iii) Fire water distribution line (min 4" pipe/casing) with minimum two (2) nos. hydrants and one (1) no. monitor with all accessories (suction hose, delivery hose, nozzles, foam making equipment, tools etc.) for any fire emergencies shall be installed at well-site as per OISD-189 point no. 6.2.
The distribution line should be laid at least 15 m away from well-head. Hydrants should be placed one near bunk houses and the other near engines. Hydrants outlets should be positioned at least 1.2 m above the ground level.
- iv) One (1) no. TPC (Trailer Pump connection) from the fire water storage tank at the entrance of the well-site for connection of Fire Tender in case of emergency.
- v) Portable fire extinguishers placed at designated spots/points, clearly visible and easily accessible, of the following numbers -

1. 9 kg DCP Extinguishers: 10 nos.
2. 6.8 kg CO2 Extinguisher: 1 no.
3. Sand bucket: 4 nos.
4. Fire bell: 1 no.
5. Emergency Hooter – 1 no.

Note: Recommended Quantity of extinguishers to be provided as per Annexure III of OISD 189

- c) Fire protection at well sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements be made for providing Competent Persons trained in the field of firefighting (certificate/diploma holders) at the Rig site.
- d) The Contractor shall comply with any/all other regulation(s) of OISD & DGMS that comes into effect from time to time in this regard. Regular fire drills should be conducted. Mock Fire Drill should be conducted at least once in a month & records of all such drills should be maintained properly.
- e) Documentation, record keeping of all safety practices should be conducted as per International/Indian applicable Laws, Act, Regulations etc, as per standard oilfield practice and these records should be made available for inspection at any point of time.
- f) The H.S.E (Health, Safety and Environment) policy as well as Emergency Response Plan should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.
- g) The above is a mandatory requirement for fire-fighting purposes. In case of non-compliance, Company reserves the right to stop further operations till the time the above-mentioned standard is maintained.

First Aid Kit: Adequate number of approved First Aid Kits should be provided on the Rig site and should have all medicines as recommended by St. John Ambulance Association or any other registered organisation. **One registered Medical Practitioner should be available at all time at well-site during rig operation.**

One 1(one) brand new factory build diesel driven 4 wheel drive ambulance with dedicated driver shall be kept standby at well-site for 24 hrs to meet any emergency with all basic facilities like stretchers, oxygen cylinders, first aid facilities, blanker etc. The Ambulance facility should comply OMR-2017 requirement.

I. CIVIL WORK INVOLVEMENT:

i) COMPANY'S RESPONSIBILITY:

1. Company shall provide foundation for the standard rig equipment including hard standing and cement concreting areas, effluent pit provision etc in each location prior to rig-up.
2. Digging of waste pit, pilot pit & strengthening of effluent pit, if necessary.
3. Maintenance of approach road to well-site and camp-site during operation.
4. The external guy posts should be grouted with RCC, as per OEM design.

5. Sand bagging of adjacent wells. Company shall provide the appropriate barrier of sand bags to the adjacent live wells, located in the same plinth.

ii) CONTRACTOR'S RESPONSIBILITY

- 1) To provide water both for drinking as well as source water for technical purposes. Therefore, Bidders are to assess the availability of water themselves before bidding. No digging/ drawl of water from deep tube well, shall be allowed without approval from CGWA.
- 2) Construction of all types of sheds required during operation i.e. telephone shed, sheds over chemical ramp etc, including supply of all the required materials and subsequent dismantling after completion of the well.
- 3) Maintenance of well plinth including cutting of drainage system to evacuate rain water and mud sludge/salt solution etc. to effluent pit. Regular maintenance jobs at plinth i.e. cutting of small drains leading to pit, levelling of plinth, dressing up of pot-holes shall be done by the Contractor.
- 4) Necessary enclosure/bund to stop spillage of HSD, mud chemical etc. from any of the tanks, effluent pit.
- 5) Maintenance of camp-site plinth shall be the responsibility of the Contractor.
- 6) Grouting of high pressure lines as per statutory guidelines.
- 7) Soak pit/septic tank to be provided with standard covering arrangements, wherever required to maintain proper hygiene.

NOTE TO BIDDERS:

- i) Bidders to provide rig lay-out drawing for the Rig Package either along with the Technical Bid or within seven (7) days from the date of issuance of LOA indicating safety circle distance.
- ii) Any additional civil work involvement besides the standard indicated plinth area / civil work should be highlighted by the Bidder in the Technical Bid.

J. SECURITY SERVICES: Contractor shall be wholly responsible for complete security of their Personnel, entire Rig package, Base Camp during ILM, operation, transit etc. and arrange for suitable & comprehensive security services at well site and camp site accordingly on round the clock basis for their personnel and equipment/ material throughout the tenure of the contract. All security related issues shall be dealt by the Contractor on his own including dealing with local and Government Agencies. The Contractor shall provide pre-fabricated XPM/panel re-usable type fencing, gate at the well- site & camp site. Company in no case will be involved in security related issues relating to Contractor's personnel and equipment/ material. Contractor shall also be responsible for the safety and security of Company's personnel, equipment/ material etc. in the well-site and camp-site.

K. MEDICAL SERVICES: Suitable first aid medical services shall be provided by the Contractor round the clock with an attending registered Doctor (minimum MBBS degree holder) on call for 24 hrs a day. The Doctor shall be available at all times during the entire Contractual period with sufficient quantity of first aid equipment, anti-venom for snake bites and scorpion bites for desert areas and other general medicines to meet any emergency.

L. CAMP AND OTHER ESTABLISHMENT: Good & hygienic camp facilities for lodging Company's (inclusive of third party's personnel engaged by the Company) and working personnel of Rig Service Provider along with camp-site dispensary and catering services shall be provided by the Contractor. Well furnished air-conditioned bunk houses for officers of the Company of at least **6 personnel (6 nos. executive)** shall be provided by the Contractor free of cost. Excess of this quantity shall be chargeable and Contractor shall raise the monthly invoice for excess food & lodging separately. The camp should be well-maintained with normal recreational facilities including Television (Smart LED) with DTH facility with full subscription to all channels, Music System & Light Indoor Games etc. at Contractor's cost. The camp set-up should be established near to well-sites and should include the following for Company's personnel but not limited to -

1. Two (2) nos. 1-seater Unit with attached bath & toilet.
2. Two (2) No. 2- seater Unit with attached bath & toilet.
3. All Bunk Houses shall be air-conditioned & well-furnished.
4. Company reserves the right to decide the daily menu of the catering services at camp-site and well-site with room service facility.
5. One spacious air-conditioned separate Bunk House containing all recreational facilities (fitness and standard games)
6. One laundry unit with attendant service along with dedicated machine drying facility.
7. One spacious air-conditioned Dining Hall, Kitchen Room, Store Room.
8. One air-conditioned dual Office Unit to be used as Company Representative's & Tool Pusher's Office at well-site.
9. One air-conditioned Bunk House type First Aid Disbursement room to meet any emergency with registered Medical Practitioner and Attendant.
10. Required sufficient number of air-conditioned Bunk Houses for personnel of Rig Service Provider.
11. Additional provision for 6 work person from OIL has to be kept only for occasional operations like logging etc.
12. One spacious conference room with projector to carryout official meetings & trainings with seating capacity of minimum 15 personnel.

Note:

- i) Electrical power supply to the camp and other establishment should be supplied by the Contractor from a separate Acoustic/silent DG set of suitable capacity.
- ii) The dimensional sketches of all Units are to be provided with the Technical Bid by the Bidder.

- iii) Disposal of waste from toilet & kitchen shall be the responsibility of the Contractor.
- a) The domestic waste water generated at site will be disposed through septic tanks followed by soak pits.
- b) The septic tank will be constructed as per the Bureau of Indian Standard IS: 2470 (Part-1): 1985.
- c) Food Waste: To be properly segregated (no plastics, metal, glass in it) and brought to the segregation pit. Dig two small humus pits (each of 2m x 2m x 1.5 m) within the camp site area away from common use by rig crew members.
- d) The humus pits are to be covered with soil on daily basis to avoid any odour nuisance due to putrefaction and check any contact with the flies or insects.
- e) Recyclables viz. paper, plastic, packaging waste etc.: Proper segregation and storage of recyclable waste in designated bins onsite. Recyclables will be periodically sold to local waste recyclers.
- f) Used/ spent oil: The hazardous waste (waste and used oil) will be managed in accordance with Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and amended thereof.
- g) The hazardous waste will be stored in properly labelled and covered bins located in paved and bunded area;
- h) The hazardous waste so stored (not more than 90 days) to be periodically sent to RSPCB registered waste oil recyclers/ facilities via authorized vendor(s)/transporter(s);
- i) Necessary spill prevention measures viz. spill kit will be made available at the hazardous material storage area;
- j) Adequate care will be taken during storage and handling of such waste viz. use of proper PPEs by personnel;
- k) Storage details of onsite hazardous waste generated will be maintained and periodically updated;
- l) Proper manifest as per Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and amended thereof to be maintained during storage, transportation and disposal of hazardous waste; etc.

The Contractor shall be solely responsible for keeping the entire camp & well-site area neat, clean & hygienic.

- iv) About 30 m x 40 m of land in operational areas of the Company should be provided to the Contractor for setting up the camp. Dressing up of the area and subsequent maintenance of camp-site shall be the responsibility of the Contractor.
- v) Camp- site should be well-fenced and security services should be provided round-the-clock by the Contractor.

M. COMMUNICATION SYSTEM: Suitable communication system (Cell phone with suitable SIM card preferably) shall be provided by the Contractor to the Company Representative. Contractor may provide Radio Set/signal booster, if found suitable for use at well-site.

N. SUPPLY OF WATER: The Contractor shall be responsible for supply of suitable water (both industrial and potable) for smooth running of the operations without any interruption. The Contractor shall be responsible for procuring, transporting and storing/supplying adequate quantity of both of industrial/potable sweet 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 to the Cementing and BHP Service Provider / any other Third Party of OIL as and when required during work-over operation.

O. SUPPLY OF FUEL: The Contractor may be allowed to store HSD at well-site not exceeding 2,500 litres and in receptacle not exceeding 1000 litres for daily requirement in compliance with 10.1 Petroleum Acts and the Rules framed there under, 1976 (Section -7) under Petroleum Act, 1934.

NOTE: In case, the Rig remains idle for want of a minimum required quantity of acceptable quality water & fuel, then '**NIL**' **Day Rate** shall be applicable for the entire period of shut-down of operation.

P. PERSONNEL TO BE DEPLOYED:

- i) The Contractor shall have to deploy adequate manpower to carry out the required operations. The deployment pattern shall be as per the Contractor's discretion for all the required services except for the Rig operations during work-over & completion phases for which the deployment pattern has to be as per the following norm for round the clock i.e. 24 hrs operation with the indicated key personnel listed below-

Sl. No.	Key Personnel	Classification	Number of personnel per shift - 12 Hrs (24 hours operation)	Working Hours
1.	Rig manager/Rig Superintendent	NA	1	On call 24 Hrs (On/Off Duty pattern for well site duty)
2.	Project Coordinate	NA	1 (Reliever not required)	On call for 24 hrs (To be stationed at Base Office with visit to site as per requirement)
3.	Tool Pusher	NA	1	12 Hrs (During Day shift and as and when required)
4.	Tour Pusher/Night Tool Pusher	NA	1	12 Hrs (During Night shift only)
5.	Driller	NA	1	12 Hrs
6.	Assistant Driller	Highly Skilled	1	12 Hrs
7.	Top man	Skilled	1	12 Hrs
8.	Floor man/Rig Man	Semi skilled	4	12 Hrs
9.	Master Mechanic	Highly Skilled	1	12 Hrs
10.	Rig Electrician	Skilled	1	12 Hrs
11.	Electrical Supervisor	Highly Skilled	1	12 Hrs (During Day shift and as and when required)
12.	Mud Attendant	Highly Skilled	1	12 Hrs
13.	Welder	Skilled	1	12 Hrs(During Day shift and as and when required)
14.	Crane Operator	Highly Skilled	1	12 Hrs(During Day shift and as and when required)
15.	Registered Medical	NA	1	On call 24 Hrs (To be stationed at Rig site)

	Practitioner			
16.	HSE officer	NA	1	12Hrs (During Day shift and as and when required)

ii) The project coordinator shall be present at Base Office at Jodhpur all the times with necessary intimation and approval from the Company. (During any emergency or critical situation at site the presence of project coordinator has to be ensured by the Contractor). No reliever is required only for this designation as the person will not be for field duty.

iii) **KEY PERSONNEL:** The qualification and experience of the key personnel (Ref: Annexure-II of Section-VIII for Bio-data) are to be as under:

1) RIG MANAGER/ RIG SUPERINTENDENT: Should be Engineering Degree/Diploma holder of sound health and have sufficient work experience for about fifteen (15) years in work-over/drilling operations in oil /gas wells with at least three (3) years' experience in respective position.

Must possess valid well control certificate (IWCF) / IADC well CAP supervisor level) and should be conversant with well control methods to take independent decisions in case of well emergencies. He should be capable of handling well problems arising out of locality & logistics.

2) TOOL/TOUR PUSHER:

➤ Should have Diploma in Engineering or B.Sc. or equivalent qualification. He should be of sound health and have sufficient work experience (minimum 10 years in case of Tool Pusher & minimum 06 years in case of Tour Pusher) with at least two (2) years' experience in respective position in drilling/ work-over operations in oil/gas wells as listed in this Tender. Should be capable of writing and speaking in English.

➤ Must possess valid well control certificate (IWCF) / IADC well CAP) and should be conversant with well control methods to take independent decisions in case of well emergencies.

➤ Should be conversant about rig operation with the Rig offered, handling of workover chemicals including mud & maintenance of property of well fluid.

3) DRILLER:

➤ Should be SSC/HS/Class-XII/Class-X Standard qualification. He should be of sound health and have work experience of minimum five (5) years (with at least two (2) years in respective position) in drilling or work over oil/gas wells. Should be capable of writing and speaking in English as well as Hindi.

➤ Must possess valid well control certificate (IWCF / IADC well CAP) and should be conversant with well control methods to take independent decisions in case of well emergencies.

➤ Should be well-conversant about Rig, Draw-works & Mud pumps operation, handling of handling of -workover chemicals including mud & maintenance of property of well fluid.

4) ASSISTANT DRILLER/TOP MAN/FLOOR MAN/ RIG MAN:

- Should be conversant about Rig, Draw-works & Mud pump operation.
- Should be conversant for safe operation with minimum two (2) years' experience in respective positions.
- Should have SSC/HS/Class-XII/Class-X Standard or equivalent qualification.

- Should be of sound health and should be able to write & speak in Hindi.

- 5) **MASTER MECHANIC:** Must have sufficient qualification (Diploma in Engineering or ITI or B.Sc. or SSC/HS or equivalent qualification) and experience of at least two (2) years as Master Mechanic in drilling/ work-over Rig.
He should be able to detect the break-down of outfit engines, draw-works, well-servicing pump, cementing/well-killing pump and other engines/pumps at well site and rectify the problems.
- 6) **RIG ELECTRICIAN:** Must be a Diploma/ITI or Equivalent qualification from recognized institute in Electrical discipline having sufficient experience with at least two (2) years in respective position in the operation and maintenance of work-over rigs independently.
He should be able to attend electrical report, communicate and rectify faults in electrical circuits. He must possess valid Electrical Workman Permit (Part – I & II) Certificate of competency issued by State Licensing Board [Ref: CEA (Measures relating to safety and electric supply) Regulations,2010; regulation no.3,6&115 and Oil Mines Regulations,2017; regulation no.114].
- 7) **MUD ATTENDANT:**
The minimum qualification and experience of mud supervisor should be as under:
- HS/PU/I. Sc in science or equivalent.
- Should have knowledge in Drilling /Workover wells, experience of at least 4 years in handling drilling/ workover fluids out of which at least one year as mud attendant.
Candidates having B. Sc qualification with Chemistry as one of the subjects, should have min 2 (two) years' experience in handling drilling / workover fluid system out of which at least one year as mud attendant.
- 8) **WELDER:** Should be provided along with the welding machine. The welder should have adequate experience (minimum 3 years) in working in drilling/ work-over wells and must be conversant of welding/cutting of casing and well-head accessories. He should have sufficient experience and knowledge of building up Mills for reuse. He must possess the certificate of welding trade from any recognized institute of State Govt. (One year course).
- 9) **CRANE OPERATOR:** Should be provided along with the crane. The Crane Operator should have a minimum of two (2) years work experience in operating a heavy-duty crane attached to drilling/work-over rigs and possess requisite license for driving heavy motor vehicle.
He should be of sound health and be able to communicate either in Hindi/English.
- 10) **DOCTOR:** Registered Medical Practitioner with minimum MBBS degree from recognised college/university.
- 11) **HSE Officer:**
Qualification: Should be graduate/ Diploma in safety / fire Engineering after completion of HS/PU/I. Sc (10+2).
Experience: Experience as HSE officer of minimum three (3) years in Drilling & Workover installation. 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, ISRS certifications etc.

Job Description:

Duties & responsibilities include safety during drilling/work-over site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out of tubular, safety meeting (tool-box) during crew change, pre-job safety meetings, routine inspection of rig and equipment, preparation of job specific SOP in local language, ERP (Emergency Response Plan) & Risk Register preparation, preparation of job safety analysis, permit to work systems, investigation & analysis of accidents, near-miss incidents.

To follow all rules, regulations & guidelines of Mines Act, DGMS, OISD & MoEF &CC and submit return at specified intervals. Responsible for keeping/maintaining/updating statutory records as per OMR, OISD & DGMS regulations and should be made ready prior to any audit.

Responsible for issuing safety gears to all personnel arriving at rig-site inclusive of visitors and ascertain that all personnel use & maintain these items properly.

Responsible for designing "Safe Briefing Area" and Entrance/ Exit of the well-site.

12. Electrical Supervisor: The minimum qualification and experience of electrical supervisor should be as under:

- (i) Shall have Degree or Diploma in Electrical Engineering from a recognized institute or university.
 - (ii) Shall have minimum 3 yrs. (for Degree) or 5 yrs (for Diploma) of experience in workover/drilling rigs in the same position. He should be confident in independently carrying out the fault finding analysis, rectification of fault, operation and maintenance of all the electrical items of workover rig.
 - (iii) Must possess valid Electrical Supervisor's Certificate of Competency for working in Mines (with Parts 1, 2, 3, 4 & 8) issued by State Licensing Board.
- [Ref: CEA (Measures relating to safety and electric supply) Regulations,2010; regulation no.3,6&115 and Oil Mines Regulations,2017; regulation no.114]

Note: "OFF & ON" pattern of personnel deployed at well site shall be guided as per DGMS Circular SO1658 (E) date 30th June, 2014 with fulfilling all its conditions.

On top of the experience of the personnel as listed above, they all should be conversant with BOP drill as per standard oilfield practice.

NOTES:

- 1) An undertaking from all the personnel as per Annexure-V (Ref. Section-VIII) should be forwarded after deployment of manpower during mobilization of Rig Package.
- 2) The personnel deployed by the Contractor should comply with all the safety norms applicable during operation.
- 3) The successful Bidder has to forward their list of crew, key personnel to be approved/certified by OIL prior to/during mobilization of the Rig. Any

foreign national likely to be involved in Rig operation, prior permission has to be obtained from MOHA/MOD (Govt. of India) to work near International Border of Rajasthan.

4) **Medical Fitness :**

- ❖ The Contractor shall ensure that all of the Contractor personnel shall have a full medical examination prior to commencement of the work-over operation. Form “O” as per Mines Act with all relevant test reports to be submitted to OIL for review and kept at wellsite (HSE officer will be the custodian) at all times. IME & PME of all personnel to be carried out as per Mines Act and records maintained
- ❖ A qualified and registered Doctor shall conduct all such medical examination(s) in accordance with Mines Act.

5) **Training Courses :**

- ❖ The Contractor shall ensure that all of the Contractor Personnel performing services hereunder have attended all safety and operational training courses such as Mines Vocational Training etc. required by applicable law and as is generally consistent with International Petroleum Industry practice and/or as otherwise required by the Company.
- ❖ The Contractor shall forthwith produce valid and current certificates of completion for the Company’s inspection.

- 6) Personnel should be well-versed in Fire-fighting, BOP control, Gas testing etc. The appropriate certificates to this effect issued by any E&P organizations also should be submitted prior to/during mobilization.
- 7) All workmen involved in carrying out electrical jobs should have valid Electrical Wireman Permit Certificate issued by State Licensing Board.
- 8) “ON/OFF” duty details of Rig and Associated Service personnel should be indicated as per OMR/Statutory Laws.
- 9) Employment of personnel other than key persons shall be at the discretion of the Contractor to run all operations at well-site and camp-site successfully.
- 10) The Contractor shall forward the list of personnel deployed in each Rig along with bio-data / qualification/ experience / track record of the personnel prior to/during mobilization of the Rigs with all supporting documents including their recent photographs & police verification certificates. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.
- 11) Company deserves the right to accept the personnel of above 50 years of age with good health conditions.
- 12) 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 & police verification certificates for OIL’s scrutiny. Contractor

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

- 13) 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 ten (10) 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.

In case of any removal as stated above, Company will not accept any replacement/alteration within the existing approved list of manpower already deployed during the contractual period.

- 14). Adequate number of experience personnel to run smoothly the camp / kitchen / mess should be made available round-the-clock.
- 15). Contractor should deploy other personnel at rig site which shall include drivers, rig fitters, carpenters, ware-house personnel, security men (both at well- site and camp- site), power tong operator, services of unskilled labour as and when required for following multiple jobs:

- i) Chemical helpers.
- ii) Mechanical helper.
- iii) Electrical helper.

- 16) **All charges for personnel are included in day rates. No separate charges shall be payable for the personnel deployed.**

Q. Pressure Test Requirement: All pressure tests shall be recorded on pressure chart whenever possible. A record shall be kept of the volumes required to obtain the test pressure, fluid used for the test and the volume returned during the test when pressure was bled-off. Contractor should arrange for suitable pressure test pump of minimum 5000 psi capacity and necessary test hose/lines with NRV, pressure gauge.

1. Casing Test: Production casing shall be pressure tested over the entire length after placing cement and subsequent cleaning out of cement. Hermetical test of casing at high pressure should be conducted for minimum 15 min if specified in the drilling program.
2. BOP & Well-head Test: All pressure tests on BOP, well-head components and their connections shall be carried out in line with OISD-174 and Company's well control manual. BOP test pressure shall be applied at 300 PSI low and high value as specified in the drilling program or as per OMR-2017. Pressure test on BOP, well-head components & their connections shall be made with clean water unless if otherwise specified by the Company Representative. Function & pressure test of BOP should be carried out as per OMR-2017. The BOP should be tested at rated working pressure on stamp before installation on well-head and record of such test should be maintained meticulously.

3. Well-head Seal Integrity Test: Seal (primary & secondary) integrity test of WF Spool & SSA shall be conducted as per instruction from Production Engineer/ Company Representative as & when required.

END OF SECTION – II, PART - 3

Part – 3

SECTION – III

SPECIAL CONDITIONS OF CONTRACT

- 1.0 **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.
- 2.0 **MOBILIZATION, DEMOBILISATION, INTERIM MOBILIZATION, INTERIM DEMOBILIZATION**
- 2.1 Mobilization of the Work-over Unit shall commence from the date of issuance of the mobilization advice and continue until the complete Work-over Unit is properly positioned at the first well, rig-up is completed and the well is ready for operation. The mobilization of equipment, personnel etc. should be completed by the Contractor within 60 (Sixty) days from the mobilization notice from the Company.
- 2.2 The Contractor shall advise readiness for commencement of mobilization / shipment of Rig Package to Company after the Effective Date i.e. date of issuance of LOA, at least three (3) days before actual mobilization / shipment commences.
- 2.3 Mobilization charges shall be payable after the Commencement Date of the contract as certified by the Company.
- 2.4 Company, at its discretion, may allow commencing the operation without complete mobilization; however necessary deduction for short-supplied items shall be made as per cost evaluated by OIL.
- (i) For any items supplied by the Company, rental will be calculated as per Company's policy.
 - (ii) Deduction will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall provide to the Contractor.
 - (iii) Notwithstanding this provision for partial mobilization, Bidder must quote in accordance with relevant clauses for full mobilization.
- 2.5 **COMPLETION OF DEMOBILISATION:** Demobilization shall be completed by Contractor within thirty (30) days of expiry / termination of the contract. Demobilization shall be considered complete on the day when the last well shall be free from all items/materials belonging to the Contractor.
- 2.6 **INTERIM MOBILIZATION:**
- (a) Interim Mobilization of the Work-over Unit shall commence from the date of issuance of the 'interim mobilization advice' and continue until the complete Work-over Unit is properly positioned at the designated well, rig-up is completed and the well is ready for operation. Interim mobilization shall be completed by the contractor within fifteen (15) days from 'date of interim mobilization advice' in line with the initial mobilization.

- (b) The Contractor shall advise readiness for commencement of mobilization / shipment of Rig Package to Company after the Effective Date ie. date of interim mobilization advice, at least three (3) days before actual mobilization / shipment commences.
- (c) Mobilization charges shall be payable after the Commencement of operation at the designated well (mentioned in the interim mobilization advice) as certified by the Company.
- (d) Company, at its discretion, may allow commencing the operation without complete interim mobilization; however necessary deduction for short-supplied items shall be made as per cost evaluated by OIL.
- (i) For any items supplied by the Company, rental will be calculated as per Company's policy.
- (ii) Deduction will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall provided to the Contractor.
- (iii) Notwithstanding this provision for partial mobilization, Bidder must quote in accordance with relevant clauses for full interim mobilization.
- 2.7 **COMPLETION OF INTERIM DEMOBILISATION:** Interim Demobilization shall be completed by Contractor within fifteen (15) days of 'interim demobilization advice'. Interim Demobilization shall be considered complete on the day when the last well (as mentioned in interim demobilization advice' shall be free from all items/materials belonging to the Contractor.
- 2.8 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the initial mobilization is completed in all respects will be treated as date of Commencement of Contract.
- 2.9 **DURATION OF CONTRACT:** The contract shall be valid for a period of three (03) years from the date of commencement of contract. The terms and conditions shall continue until the completion/abandonment of the last well being drilled where the individual tools/sets are being deployed nearer the time of the expiry of the contract or any extension thereof.
- 3.0 **CONTRACTOR'S PERSONNEL**
- 3.1 Except as otherwise hereinafter provided, Contractor shall determine the selection, replacement and remuneration of his personnel. Such employees shall be employees solely of Contractor. Contractor shall ensure that its personnel shall 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 the actual deployment. The Contractor shall not deploy its personnel unless & until 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 may arise at the site.
- 3.3 The Contractor shall have a base office at Base Camp at Jodhpur to be manned by competent personnel, who shall act on behalf of the Contractor in all matters relating to Contractor's obligations under the contract.

- 3.4 Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all works under this contract to Company's satisfaction except otherwise stated. The minimum number of key personnel to be deployed is mentioned in SOW/TS of this document.
- 3.5 Replacement of Contractor's personnel: The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his 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 ten (10) days from the date of issuance of notice without affecting the operation of the company.
- 3.6 Contractor shall deploy on regular basis, all category of their employees required for economic and efficient work- over and other related operations.

4.0 **FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELL SITE**

- 4.1 Food & Accommodation: Contractor shall provide standard food & lodging for all its own & its sub-Contractor's personnel and 6 (six) numbers Company and third party personnel engaged by the Company free of cost as per operational requirement.
- 4.2 Transportation: Transportation of Contractor's personnel shall be arranged by Contractor himself whereas that of Company's staying at Base Camp/Well-site Camp shall be arranged by the Company.
- 4.3 Medical Facilities: The Contractor shall arrange for medical facilities (first-aid) with one registered medical practitioner and one well-equipped ambulance round-the-clock posted at well-site at Contractor's own cost.

5.0 **CONTRACTOR'S ITEMS**

- 5.1 Contractor shall provide all items/materials and personnel to perform the services under the contract as specified in this Tender document.
- 5.2 Contractor shall be responsible for maintaining at his own cost adequate stock of Contractor's items/materials including spares and replenishing them well ahead of actual requirement.
- 5.3 Contractor shall be responsible for the maintenance and repair of all items/equipment and shall provide all spare parts, materials, consumables etc. during the entire period of the contract.
- 5.4 Contractor shall provide full water requirement, both industrial & potable, at rig site and camp site.
- 5.5 Contractor shall provide all fuel & lubricants for operation of Contractor's equipment both at well-site and camp-site at his own cost. There shall be no **escalation** in the Day Rates throughout the duration of the contract including extension, if any, on account of **any price increase in fuel /lubricants**.

- 5.6 Contractor shall provide electricity at both well-site and camp-site for meeting both of Contractor's as well as Company's requirements.
- 5.7 Zero Day Rate will be applicable for shutdown of rig operations on account of inadequate supply of Contractor's items, including but not limited to electricity, fuel, lubricants, water, personnel.
- 5.8 Contractor shall be paid for any additional accommodation/food in excess of 6 (six) numbers of Company and Company's third party personnel as per PROFORMA-II. Contractor shall submit separate invoice for these extra personnel along with monthly invoice raised for operation related charges.

6.0 CONDUCTING WORK OVER OPERATIONS

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and professional manner and in accordance with accepted International Oilfield practices.
- 6.2 Wells shall be completed as specified in the work-over programme within the rated capacity of the Rig.
- 6.3 The Work-over Unit with all other equipment and materials to be provided by Contractor shall be in prime working condition.
- 6.4 The work-over/ well testing programme provided by the Company shall primarily include the following:
- a) Well testing policy.
 - b) Well history with perforation details, recorded BHP, production profile, well behaviour etc.
 - c) Details of casing string.
 - d) Kill fluid & salt solution programme.
 - e) Isolation repair programme by cement squeezing.
 - f) Isolation of zone by cement plug.
 - g) Cased hole logging programme.
 - h) Drilling out of Bridge plug and Retainer packer.
 - i) Casing leakage repair job.
 - j) Production casing recovery job.
 - k) Well-head repair jobs.
 - l) Annulus pressure build-up repair job.
 - m) Gas and water injection programme.
 - n) Well perforation/re-perforation programme.
 - o) Well stimulation job.
- 6.5 Completion of work-over shall occur when the well is killed with brine/ mud, all the operations are carried out as per well completion policy and production testing carried out unless otherwise advised by Company.
- 6.6 Upon completion of a work-over well, statement stating that the well has been completed in accordance with the terms & conditions of this Contract and signed by the Representatives of both Contractor and Company shall be made available to Company.
- 6.7 **Operation of Work over Unit:** Contractor shall be solely responsible for the operation of the Work-over Unit including but not limited to supervising Rig move operations, positioning and rigging up at designated location as required by the

Company as well as such operations as may be necessary or desirable for the safety of the Work- over Unit.

- 6.8 **Safety:** Contractor shall observe such Safety Regulations in accordance with accepted Oilfield practice and applicable Indian Laws such as Mines Act, 1952, Oil Mine Regulation, 2017, OISD Standards etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion, blow-out, and maintain fire-fighting and well control equipment in sound condition at all times. Contractor shall conduct Mock Fire drill, BOP drill, Pressure & Function test of BOPs etc. as may be required by Company at prescribed intervals.
- 6.9 Contractor shall assist in performing any tests to determine the productivity of any formation as may be directed by the Company. Such tests and services may include, but not limited to wire-line logging, perforation of casing, acidizing & fracturing.
- 6.10 **Depth Measurement:** Contractor shall at all times be responsible for keeping accurate record of the depth while lowering any string in the hole and record such depth on tally books. Company shall have the right at any time to check measurements of the string in any manner.
- 6.11 The Contractor shall maintain the well fluid in a manner satisfactory to the Company. The parameter of the well fluid shall be maintained by the Contractor in accordance with specifications and/or formulations set forth by the Company.
- 6.12 In the event of any fire or blow-out, Contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blow-out under Control.
- 6.13 **Adverse Weather:** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, well equipment, Work-over Unit and personnel to the maximum possible extent. Contractor and Company shall each ensure that their Representatives for the time being at well-site, shall not act unreasonably in the exercise of this clause.
- 6.14 **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed upon that Contractor shall carry out work-over operations, testing, completion, abandonment, if any, and all other operations, in accordance with the well completion programme to be furnished by the Company, which may be amended from time to time by reasonable modification as the Company deems fit, in accordance with good Oilf field practices.
- 6.15 **WELL POLICY:** The well completion programme may vary depending on the actual requirement at commencement and during the time of the operation. The Contractor shall be bound to obey those changes made by the Company from time to time.

7.0 **CONTRACTOR'S SPECIAL OBLIGATIONS**

- 7.1 It is expressly understood that Contractor is an independent Contractor and that neither he nor its employees and its sub-contractors, sub-contractors' employees are employees of the Company. However, Company is authorised to designate its Representative, who shall at all times have access to the Work-over Unit, related equipment, materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by the Contractor. The

Contractor should treat Company Representative at well-site as being the in-charge of operation and all Company's and Company designated personnel at well-site. The Company Representative may, amongst other duties, observe, test, check and control implementation of work-over, testing programmes, equipment and stock, inspect works performed by Contractor or examine records kept at well-site by the 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 completion programme, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by the Company's Representative.

7.3 **WELL RECORDS:** Contractor shall keep an authentic log and history of each well on the daily work over report prescribed by the Company and upon completion or abandonment of the well, deliver to Company, the original history and log book (if any), properly signed and all other data and records of every nature, relating to the completion of the well :

a) Contractor shall also provide the following report every day at 9:00 am positively to the Company Representative posted at well-site or Drilling Office at Jodhpur –

- i) Daily work-over report on IADC Proforma along with daily record-o-graph or drill-o-meter chart.
- ii) Daily report of salt solution/mud on IADC Proforma including mud/brine stock, daily consumption and stock position of chemicals & salt.
- iii) Daily report on P.O.L. consumption.
- iv) Daily duty roster of Contractor's personnel.
- v) Gas testing report on daily basis.
- vi) Tubular tally sheet.
- vii) Stock position of technical water.

b) Contractor shall also provide the following list /reports to Company-

- ii) 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 by Contractor to Company Representative.
- iii) 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.

c) **WELL COMPLETION/WELL ABANDONMENT:** After completion of a well successfully, Contractor will provide the completion report of the well with all information and events including above-mentioned information. In case of abandonment of a well, abandonment report, in addition to above, will be provided by the Contractor in Company's prescribed format or as per requirement.

7.4 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations hereunder, including but not limited to depth, formations penetrated, perforation details, production testing, well behaviour etc. shall be considered confidential and shall not be divulged by Contractor or its

employees to anyone other than Company's representatives. This obligation of the Contractor shall be in force even after the termination of the Contract.

- 7.5 Contractor shall carry out normal maintenance of Company's items at well- site excepting for those items which the Contractor is not qualified to or cannot maintain or repair with its normal complement of personnel and equipment.
- 7.6 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement for road Permits and payment of Rajasthan Entry Tax for bringing Contractor's equipment/materials to work place shall be Contractor's responsibility.
- 7.7 In case the Contractor imports the equipment/material etc. on re-export basis, the Contractor shall ensure re-export of the equipment, left-over consumables and spares (except those consumed during the contract period) and complete all documentation required. Company shall issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment/materials within thirty (30) days of notice of Demobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by Customs Authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

8.0 **COMPANY'S SPECIAL OBLIGATIONS**

- 8.1 Company shall at its cost, provide items and services as shown in this Tender document.
- 8.2 Company shall be responsible, at its cost, for maintaining adequate stock levels of its items/equipment of his own and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the contract.
- 8.3 **Ingress and Egress at location:** Company shall provide to the Contractor requisite recommendatory/introductory letter for obtaining rights of ingress to and egress from the locations, where wells are to be worked-over, including any recommendations required for work permits or licenses to be obtained from concerned district authorities 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 person(s), such persons should be promptly removed from the list by the Contractor and replaced by acceptable persons. **For any stoppage of operations for such delays, no Day Rate will be applicable.**

9.0 **PAYMENTS:**

- 9.1 **Invoices:** Mobilization/Interim Mobilization charges shall be invoiced only upon completion of mobilization/interim mobilization (after commencing of operation at the first well), submission /production of appropriate inventory documents and physical verification by the Company Representative.
- 9.2 Contractor shall send invoice to Company within three (3) days following the end of each month for all daily or monthly charges due to the Contractor.
- 9.3 Billings for daily charges should reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the

form of monthly time analysis chart(s). Monthly invoices shall be raised only after commencement of operation at the first well.

- 9.4 Invoice for reimbursable charges, if any, related to the contract should be accompanied by documents supporting the cost incurred.
- 9.5 Payment of monthly invoices, if undisputed, shall be made within thirty (30) days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.
- 9.6 Payments of other invoices as set forth in Clause 9.4 shall be made within sixty (60) days following the date of receipt of the invoices by Company.
- 9.7 Payment of mobilization/interim mobilization charges shall be made within forty-five (45) days following the date of receipt of undisputed invoices by Company. Mobilization/interim mobilization should be complete in all respect before raising invoice.
- 9.8 Payment of demobilization/interim demobilization charges shall be made, when applicable, within forty-five (45) days following receipt of invoice by Company accompanied by the following documents from the Contractor:
 - a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-Contractor.
 - d) Proof of re-export of all items (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/interim demobilization charges are payable, the documents mentioned above shall have to be submitted by the Contractor before release of the final payment by the Company.

10.0 **LOSS OR DAMAGE TO HOLE:**

- 10.1 Company shall be liable for the cost of regaining control of any wild well, blow-out as well as the cost of removal of debris and indemnify the Contractor.
- 10.2 In the event, the well is damaged by dropping of any tool/ tubing/fish or any reason of wilful acts on the part of Contractor's personnel or Contractor's gross negligence or other legal fault, Contractor's liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of Company at Contractor's own cost. The Fishing Day Rate shall be payable, in the event of dropping of any tool/tubing/fish by Contractor's personnel during the operation. However, if the damage to well is caused due to any reason of wilful acts on the part of Contractor's personnel or Contractor's gross negligence or other legal fault, **no day rate will be payable during the period.**

10.3 **DAMAGE OR LOSS OF THE WORK OVER UNIT:**

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

of the Company and/or his servants, agents, nominees, assignees, Contractors and sub-Contractor, and 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 Work-over Unit is declared to be a total loss and/or construed to be a total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the Work over Unit as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Work-over Unit, except for its payment of money then due or liabilities to be charged in respect of work already done under this contract in respect of that Work- over Unit.

10.4 **LOSS OR DAMAGE OF CONTRACTOR'S WORK OVER UNIT OR SUBSURFACE EQUIPMENT**

a) Except as otherwise specifically provided in the contract, any damage to or loss of the Work-over Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its co-licensees and its and their affiliated Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Work-over Unit or any other equipment or property of Contractor or Contractor's sub-Contractors furnished or intended for use in the operations herein undertaken.

b) If the Work-over Unit or any part thereof or subsurface tools/equipment is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Work-over Unit from operating areas to the satisfaction of the OIL. If the Contractor unreasonably delays in removing the Work-over Unit or any part thereof, then OIL may remove it and the Contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

10.5 **OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for any damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case, there is a loss or damage to OIL's equipment for causes attributable to Contractor, the Contractor shall compensate OIL.

10.6 **BLOWOUT OR CRATER:** In the event any well, while carrying out work- over operation hereunder, shall blow-out or crater due to negligence of Contractor, Contractor will bear the entire cost and expenses for killing the well or otherwise, bringing the well under control and shall indemnify and hold Company harmless in this regard. This provision is not to be interpreted as Company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blow-out, except as otherwise provided under the terms and conditions of the contract.

10.7 **USE OF CONTRACTOR'S EQUIPMENT:** Company shall have the right to use the Work-over unit and all the Contractor's equipment provided under the contract during such times Company or both Company and the Contractor are engaged in bringing the well under control.

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

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base mud and other killing fluid.
- b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, blow-out, clattering, seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base mud.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work, is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- d) In the event effluent / waste pit provided by the Company, getting filled up in the normal course which can be prevented by Contractor, the same shall be emptied completely or partially by the Contractor using disposal pumps, to avoid overflow in the neighbouring 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. However, Company will provide effluent disposal pipe line to alternate pit away from well site. Contractor shall connect their pump to Company's effluent disposal pipe line at well site.
- e) Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by Contractor at well site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

11.0 **CUSTOMS DUTY:**

11.1 The Services under the Contract shall be carried out in PML / OALP areas renewed /issued to Company after 1.4.1999 and, therefore, imports under this Contract are presently exempted from customs duty. Company shall provide recommendatory letter to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for providing services under this Contract at concessional (NIL) customs duty. Contractor should provide the list of items to be imported under this Contract in the format specified for issuance of recommendatory letter to DGH. On shipment of goods as per Proforma-A, the Contractor shall intimate Company along with all

shipping documents (with clear 15 working days' notice) for arranging EC, provided all the documents submitted by the Contractor are in order.

- 11.2 However, in the event customs duty is 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 actual 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/ any other places as desired by the Contractor within 03 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office. 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 mobilization 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 any excess customs duty becomes payable, it shall be to Contractors account. Before filing Bill of Entry, the Contractor must consult the Company to avoid payment of excess customs duty.
- 11.3 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.
- 11.4 In the event the contract is awarded to any indigenous Bidder and there is no involvement of import of any item, payment of customs duty or exemption from payment of duty on the basis of EC issued by DGH, OIL reserves the right to utilize services of the Rig in any other non-NELP Block in the state of Rajasthan.
- 12.0 **CONFIDENTIALLY:** Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, perforation details, production testing and flow behaviour of the well. Also, to take all reasonable steps to ensure that all the Contractor's personnel likewise keep such information truly confidential.
- 12.1 This obligation shall keep in force even after the termination date and until such information 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 Work-over Unit to another sphere.
- 12.3 Contractor shall forbid access to the Work-over Unit to any people not involved in the well operations or not authorised by the Company to have access to the Work-over Unit; however, this provision is not applicable to any Government and/or Police Representative on duty.
- 13.0 **RIGHTS AND PRIVILEGES OF COMPANY:**
Company shall be entitled –

- 13.1 To check the Work-over Unit and Contractor's items before the commencement date. If they are not found in good order or do not meet specifications as per Section -II or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the Contractor has remedied such default.
- 13.2 To change the completion programme, mud programme to complete or abandon any well at any time.
- 13.3 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.
- 13.4 To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 13.5 **To order suspension of operations while and whenever:**
- a) Contractor's personnel are deemed by Company to be not satisfactory.
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
 - c) Contractor's equipment turns into a danger element to personnel on or around the Rig or to the well.
 - d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform with the requirements set forth in the contract.
 - e) Contractor fails to meet any of the provisions in the contract.
 - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
- 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 10.5 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 Rig, 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 Contractor in accordance with the terms & conditions of the contract as if 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 contract shall be valid for a period of three (03) years from the date of commencement of contract. The terms and conditions shall continue until the completion/abandonment of the last well being drilled where the individual tools/sets are being deployed nearer the time of the expiry of the contract or any extension thereof.
- 16.0 **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.
- 17.0 **DEFICIENCY:**
- A.** In the event of the Contractor's failure to strictly adhere in providing the minimum requirements of key personnel as set out in Clause 7.14, P of Section-II, Part 3, the penalty shall be levied at the following rates.

FAILURE	PENALTY
a) Failure to provide Project Coordinator, Rig Manager, Tool Pusher, Tour Pusher	At the rate of 5% of the Operating Day Rate for the period of non-availability of the Rig Manager/Tour/Tool Pusher separately in each case.
b) Failure to provide Driller, Asstt. Driller, Electrical Supervisor, and HSE Officer	At the rate of 3% of the Operating Day Rate for the period of non-availability of the Driller and Asstt. Driller & HSE Officer separately in each case.
c) Failure to provide other key personnel excepting these mentioned in 'a' & 'b'.	At the rate of 2% of the Operating Day Rate for the period of non-availability of each key personnel except 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, penalty applicable for such personnel shall be levied simultaneously.
2. Beyond five (5) days, the penalty shall be levied at double the rates mentioned above for each day for non-availability of any key personnel.
3. Contractor will be paid Zero Day Rate if operation is suspended for non-availability of key personnel.

B. Failure to provide any of the associated services (Clause 7.14 under Part-3, Section-II), 5% of operating day rates shall be levied as penalty for initial two (2) days and beyond two (2) days it shall be levied at double the rates mentioned above.

If work over operation suffers due to the non-availability of any of the services, Company, at its discretion, may suspend the entire operation due to the above-mentioned insufficient services and then **zero rate** shall be applicable during the period.

18.0 **INTER-LOCATION RIG MOVE STANDARD**

- 18.1 Rig movement up to a distance of thirty-five (35) KM shall be five (05) days. For more kilometre, the time allowed shall be in proportions of one (01) day for each 35 KM or part thereof.
- 18.2 In case of shifting of the Base Camp of the Contractor, to another area, addition of 03 (three) days shall be considered during inter-location movement period.

18.3 The time for inter-location movement suspended by Force Majeure, shall be extended by the period for which the Force majeure conditions last. No day rate shall be payable for extended period due to force majeure conditions.

18.4 The ILM charge shall be discounted by 5% for each day's delay or part thereof beyond the standard, as stipulated in 18.1 and 18.2, of total cost for inter-location movement rate payable for that particular Rig movement, when the rig move is delayed beyond the standard.

19.0 **PREVENTION OF FIRE AND BLOWOUTS**

19.1 Contractor shall maintain all well control equipment in good working condition at all times and shall take all possible steps to control and prevent the fire and blow-outs to protect the hole. 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 Representative about the well condition and finally well shall be killed after mutual discussion with Company Representative.

19.2 Contractor shall test the BOPs by making function test at least once in every 7 days or such time and pressure tests as instructed by the Company Representative. However, the testing procedure and frequency must comply with the Mines Act, 1952 & OISD Standard -174. Contractor shall record results of all such tests in the daily work over report in prescribed Formats.

20.0 **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 interest, 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.

21.0 **WATER MANAGEMENT**

- i. Strict control has to be made on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problem.
- ii. Moreover, water in desert area is a real scarcity and sourcing of water by digging tube wells at site is not at all feasible in desert areas in Rajasthan.
- iii. The valves, glands, hoses, inter-tank connections etc. are to be checked for any leakage and the same should be informed immediately to the concerned person for necessary rectification.
- iv. Arrangements have to be made for replenishing water stock at well-site in case of severe loss in hole. Contractor has to take all possible measures to maintain the water stock level in case of any emergency. It is Contractor's responsibility to ensure continuation of operation also in the event of loss in hole.

Note: In case of severe loss into the formation while carrying out operation or in case of firefighting, if the whole water stock is consumed, then 'nil' day rate shall not be applicable. However, the Contractor has to take urgent & all-out effort to replenish the stock immediately in order to tackle the water problem.

22.0 EFFLUENT PIT BUNDS

- i. Regular checks are to be made to ensure that there are no leakage/seepage/overflow of effluents from the pit into the surrounding areas.
- ii. 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 Representative in time for taking corrective measures. In the event of any damages to the effluent pit, its bunds and walls including the surrounding area due to delayed information by Contractor to Company, Contractor shall be responsible.

23.0 COLLECTION OF USED/ BURNT LUBE OIL: The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

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

25.0 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act, 1952 and Oil Mines Regulations, 2017, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

26.0 The Contractor should not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

27.0 Moreover, the Contractor should obtain and produce in advance to commencement of work the following certificate / approvals:

- (i) Approval from DGMS/ DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list for necessary approval by the Company.
- (iii) License/ certificate from specified Electrical Authorities for electrical personnel engaged in the Rig and camp.
- (iv) All certificates as per applicable laws including Mines Act, 1952.
- (v) Labour license from Regional/Assistant Labour Commissioner.

28.0 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 either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

29.0 **GENERAL HSE GUIDELINES:** General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

29.1 **HSE POLICY:** The Bidders shall forward HSE policy to the Company along with the Technical Bid. On award of contract, the Contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.

Note: Wherever, details have not been spelt out, all HSE (Health, Safety & Environment) matters should be guided in accordance with the provisions of relevant clauses of Mines Act, 1952, EP (Environment Protection) Act, 1986, Oil Mines Regulation, 2017 & OISD Standards and their subsequent Amendments.

30.0 **INSURANCE:** Contractor to adhere to the following clauses during the currency of the contract in addition to Clause no. 14.0 (Insurance) of General Terms & Conditions:

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

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

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

b) Employer's Liability Insurance as required by law in the country of origin of employee.

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

d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools /equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.

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

f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".

END OF SECTION – III, PART – 3

Part - 3

SECTION-IV

SCHEDULE OF SERVICES/SCHEDULE OF RATES

- 1.0 The Bidders must quote the rates in their price bids as per the attached Price-Bid Format (Proforma – B). The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

(A) SCHEDULE OF SERVICES :

Bidders must quote their rates strictly as per format provided in **PROFORMA-B** considering the following stipulations.

1.0 MOBILIZATION CHARGES (ONE TIME LUMP SUM) (M)

- a) Mobilization charges “M” should include mobilization of all equipment, materials and man-power for 1(one) no. Work-over Rig.
- b) Mobilization charges should cover all local and foreign costs to be incurred by the Contractor to mobilize at the first well.
- c) The first well shall be situated in any of the PML or OALP block of OIL-RF in the state of Rajasthan.

NOTE: Mobilization charges “M” should not exceed **7.5%** of quoted **TCRO** (i.e. total cost of Rig operation of two years).

2.0 DEMOBILIZATION CHARGES (ONE TIME LUMP SUM) (D)

For the Rig Package from the last location

- a) Demobilization charges “D” should include demobilization of all equipment, materials and man-power attached with the Work-over Rig.
- b) Demobilization charges, should not be less than **5.0% of quoted TCRO** (i.e. total cost of Rig operation of two years)

Note: The complete demobilization shall be considered from the day on which the last well would be free from all equipment/items/materials belonging to the Contractor.

3.0 INTERIM MOBILIZATION CHARGES (ONE TIME LUMP SUM) (IM)

- d) Interim Mobilization charges “IM” should include mobilization of all equipment, materials and man-power for 1(one) no. Work-over Rig.
- e) Interim Mobilization charges should cover all local and foreign costs to be incurred by the Contractor to mobilize at the first well.
- f) The first well post interim mobilization shall be situated either at PML or OALP blocks of OIL-RF in the state of Rajasthan.

NOTE: Interim Mobilization charges “IM” should not exceed **7.5%** of quoted **TCRO** (i.e. total cost of Rig operation of two years).

4.0 INTERIM DEMOBILIZATION CHARGES (ONE TIME LUMP SUM) (ID)

For the Rig Package from the last location

- c) Interim Demobilization charges “ID” should include demobilization of all equipment, materials and man-power attached with the Work-over Rig.
- d) Interim Demobilization charges, should not be less than **5.0% of quoted TCRO** (i.e. total cost of Rig operation of two years)

Note: The complete interim demobilization shall be considered from the day on which the last well would be free from all equipment/items/materials belonging to the Contractor.

5.0 OPERATING DAY RATE (Per 24 Hrs. Day) (ODR)

Operating Day Rate (ODR) shall become payable from the time the Rig is rigged up and made ready for operation in the first well and till the Rig is released for movement to the next location or demobilized. ODR shall be payable for the following operations:

- (a) Tripping with Contractor’s/ Company’s drill pipes/tubing.
- (b) Well-killing with kill fluid.
- (c) Making-up and breaking-out of drill pipes, drill collars, tubing and any other tubular.
- (d) Drilling out/ cleaning out of Cement, Bridge Plug, Packer & F/Collar.
- (e) Milling of packer/plug with Mud Motor.
- (f) Fishing operations (those which are not part of 6.0).
- (g) Casing retrieving operation.
- (h) Circulation and conditioning of mud in hole.
- (i) Swabbing operation, if required.
- (j) Cement plug/cement squeeze jobs.
- (k) Acidizing operation.
- (l) Any other operations as required for well completion

6.0 STANDBY DAY RATE (Per 24 Hrs. Day) (SDR) (Not more than 70% of ODR)

The Standby Day Rate (SDR) shall not be more than 70% of Operating Day Rate (ODR) and shall be payable under the following conditions:

- A. Waiting on Cement (WOC).
- B. Assembling and disassembling of BOP and well head hook-up.
- C. Well-head & casing testing.
- D. Wire line logging operations (both open and cased hole)
- E. Production testing.
- F. Waiting on order.
- G. Waiting for Company’s equipment, materials and services.
- H. For all time during which the Company, at its option may suspend operations.
- I. Waiting for daylight for setting B/plug, R/packer & perforation.
- J. Waiting for daylight for any other production testing operation.

7.0 REPAIR DAY RATE (Per 24 Hrs. Day) (RDR) (Not more than 60% of ODR)

- a. The Repair Day Rate (RDR) shall be payable when operations are suspended due to break-down or repair of Contractor's equipment till the operation is resumed.
- b. The Contractor shall be paid Repair Day Rate to a maximum of 30 cumulative hours per calendar month. Beyond the aforesaid 30 hours, no Day Rate shall be payable until operations are resumed, at which time the applicable rate shall again come into force.
- c. The above Clause, however shall not be applicable for routine inspections/servicing/lubrication. The time for regular inspection/servicing lubrication is limited to 30 minutes for each shift.
- d. Payment towards Repair Day Rate shall not be more than 60% of the Operating Day Rate (ODR).

8.0 FISHING DAY RATES (Per 24 Hrs. Day) (FDR)

- a) These rates are applicable in the event of Contractor fishing / dropping any tool/tubing/tubular/fish during the operation. This includes fishing due to mud cut/metallurgical problem of contractor's tools / tubulars. For any other fishing not attributed to contractor, operation rate applicable as per operation shall be paid.
- b) During the restoration/fishing jobs through Work-over Rig following Day Rates shall be applicable:
 - ❖ For first 15 (fifteen) days - 50% of ODR.
 - ❖ For the 16th to 30th day - 25% of ODR.
 - ❖ From 31st day to till completion/suspension of fishing job - Zero Day Rate

9.0 INTER LOCATION MOVE RATE :

- a) Depending on the distance between the wells, separate rates shall be applicable as mentioned below:

i) Fixed Charge (Lump sum) per Rig move up to 35 KM	(ILM1)
ii) Kilometre Charges for Rig movement in excess of 35 KM. This shall be in addition to Lump sum charge for ILM up to 35 KM as mentioned in (i) above.	(ILM2)
iii) Fixed Charge (Lump sum) for Cluster location. The spacing between wells at surface in cluster well plinth is usually around 10 m or more	(ILM3)

- b) Inter Location Movement operation will start from the moment the Company releases the Work-over Rig unit for rig down at previous location. Rig & all items/materials including the additional and optional items, if any, are transferred after rig down and rig up at the next location is completed and the well is ready for killing after preparation of kill fluid. The inter-location movement of Rig package should be completed within the period as specified under Special Terms and Conditions of this Bid document.
- c) The Inter Location Movement operation shall include clearing of the previous work-over location off all materials, rig parts, waste product and well is made free from all pollutants.

- d) No Day Rate under Para 3.0, 4.0, 5.0, 6.0 & 8.0 hereof shall be payable when inter-location move rate is applicable.

10.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. Day) (FMDR) (Not more than 50% of ODR)

- a. The Force Majeure Day Rate shall not be more than 50% of Operating Day Rate (ODR) and shall be payable during the first fifteen (15) days period of force majeure. No payment shall accrue to the Contractor beyond the first fifteen (15) days period unless otherwise mutually agreed upon by both the parties.

11.0 ZERO RATE & PENALTY:

Zero Rate' shall be applicable including but not limited to following situation:

- (i) The Contractor shall have to bear the responsibility for their employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's. In case there is any disruption of work at the well site under such conditions as stated above, the Contractor shall be paid at "Zero" rate during the affected period. All environmental issues arising out of Contractors internal matters shall have to be resolved by Contractor within 72 Hrs. During this period "Zero rate" shall be applicable. Beyond 72 Hrs, penalty shall be levied on Contractor at the rate of 50% of Operating day rate per 24 Hrs and at Pro-rata basis in addition to the zero rate
- (ii) Contractor shall be paid zero rates if operation is suspended for non-availability of key personnel.
- (iii) Proper Check-up/ maintenance/ lubrication equipment and machineries maintenance schedule and procedure are the essence of the contract. Zero rates shall be applicable for entire period of shut down if cause of break down is attributed to Contractor's negligence and deficiency beyond the allowable 'Rig repair' period.
- (iv) 'Zero Rate' shall be applicable during the fishing period, if 'FISH' occurs due to negligence of the Contractor's personnel. Zero rates shall be applicable from the time of occurrence of 'FISH' till resumption of normal operation after fish recovery or till decision to abandon the well.

12.0 ACCOMMODATION AND CATERING SERVICES:

The Service Provider shall have to arrange accommodation and catering services for their personnel as well as for the Company's personnel at site including the visiting officials and dignitaries. The catering service includes bed tea, breakfast, lunch, evening tea with snacks and dinner. The food must be of standard quality. For a maximum of 6 Nos. of the Company personnel a day as mentioned above, no charge shall be payable by the Company to the Service Provider for catering services as well as for accommodation. However, for any extra of the Company's designated person beyond above-mentioned 6 Nos. on any day, accommodation and catering services shall be provided on payment basis as per the rate quoted/agreed.

NOTE: The Service Provider is to maintain a register for this and get it signed by the Company Representative on daily basis. Any other catering service will be governed as per the rate quoted in the price schedule for the said item.

END OF SECTION – IV, Part – 3

Date: _____

WORK-OVER RIG INSPECTION CERTIFICATE**(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)****FOR OLD RIGS**

The following Rig and equipment were inspected physically on _____ (date) and certified as under:

Sl. No.	Description			
1.0	Identification No. of the Rig			
2.0	Current location of the Rig (details of address, telephone & fax no).			
3.0	Present Owner of the Rig (details of address, telephone & fax no).			
4.0	Details of Rig & equipment inspected	Details of Rig & equipment offered with ID No.	Whether meets the Tender Specification.	Year of Manufacture.
4.1	(a) <u>Mast</u> : Type: Make: Model: Hook-load Capacity in MT: Height from ground level (in ft): (b) <u>Sub Structure</u> : Type: Total Capacity in MT: Height from ground level (in ft):			
4.2	<u>Rig Engines</u> : Nos. of Engine: Make: Model: Horse Power:			
4.3	<u>Draw Works</u> : Make: Model: Horse Power.			
4.4	<u>Rotary Table</u> : Make: Model: Static and rotating capacity (in MT): Rotary Table opening (in inch)			
4.5	<u>Tackle system</u> : a) <u>Crown Block</u> :			

	Make: Model: No of sheaves: Capacity in MT: b) <u>Travelling Block</u> : Make: Model: No of sheaves: Capacity in MT:			
4.6	<u>Rotary Swivel</u> : Make: Model: Capacity in MT: Pressure Rating (kg/sq cm):			
4.7	<u>Rotary Kelly</u> : Make: Model: Size: Shape: Pressure Rating (kg/sq cm):			
4.8	<u>Trailer / Carrier</u> : Make: Model: Front/Rear axle (Nos.) Capacity:			
4.9	<u>BOP</u> : Make (Cameron/Shaffer/ Hydrill/NOV preferably): Model: Pressure Rating: Double Ram/Two Stack BOP with one set Shear cum Blind ram & one set Pipe ram (Y/N) Manual control : (Y/N)			
4.9.1	<u>BOP Control Unit</u> : Make: Model: No of N2 cylinders: Capacity in gallon: Pressure Rating: Hydraulic operated: (Y/N)			
4.10	<u>Well Servicing Pump</u> : Make: Model: Type: Max Pressure Rating: Maximum Discharge Rate:			
4.10.1	<u>Well Servicing Pump Engine</u> : Make: Model: Horse Power:			
4.11	<u>Cementing Pump</u> : Make:			

	Model: Type: Maximum Discharge Rate:			
4.11.1	<u>Cementing Pump Engine:</u> Make: Model: Horse Power:			
4.12	<u>Well Fluid Storage Tanks:</u> No of tanks: Size: Total Capacity in bbl:			
4.13	<u>Water Storage Tanks:</u> No of tanks: Size: Total Capacity in bbl:			
4.14	<u>Air Compressor:</u> Make: Model: Pressure Rating: Capacity:			
4.15	<u>Gen Sets:</u> Make: Model: Horse Power/KVA:			
4.16	<u>Overall Rig Type:</u> i. Mobile-self propelled / trailer mounted / Ext propelled. ii. Electric / Diesel Engine powered. iii. Under-structure clearance below rotary table beam (in ft):			
5.0	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: This should be submitted along with the Technical Bid.

DATE:

WORK-OVER RIG INSPECTION CERTIFICATE
(TO BE ISSUED BY MANUFACTURE FOR NEW UNUSED RIGS)

The following Rig and equipment shall be manufactured and supplied as per details below:

Sl. No.	Description	Details	
1.0	Name & address of the Manufacturer		
2.0	Buyers details (detailed address, telephone & Fax No)		
3.0	Readiness / availability of the Rig for inspection.		
4.0	Details of Rig / equipment	Details of Rig & equipment offered	Whether meets the Tender Specifications.
4.1	(a) <u>Mast</u> : Make: Model: Hook-load Capacity in MT: Height from ground level (in ft): (b) <u>Sub structure</u> : Type: Total Capacity in MT: Height from ground level (in ft):		
4.2	<u>Rig Engine</u> : Nos. of engine:		

	<p>Make :</p> <p>Model:</p> <p>Horse Power:</p>		
4.3	<p><u>Draw Works:</u></p> <p>Make:</p> <p>Model:</p> <p>Horse Power:</p>		
4.4	<p><u>Rotary Table:</u></p> <p>Make:</p> <p>Model:</p> <p>Static and Rotating capacity (MT):</p> <p>Rotary Table opening (inch):</p>		
4.5.1	<p><u>Travelling Block:</u></p> <p>Make:</p> <p>Model:</p> <p>No of sheaves:</p> <p>Capacity in MT:</p>		
4.5.2	<p><u>Crown Block:</u></p> <p>Make:</p> <p>Model:</p> <p>No of sheaves:</p> <p>Capacity in MT:</p>		
4.6	<p><u>Rotary Swivel:</u></p> <p>Make:</p> <p>Model:</p> <p>Capacity in MT:</p> <p>Pressure Rating (kg/sq cm):</p>		

4.7	<u>Rotary Kelly:</u> Make: Model: Size: Shape: Pressure Rating (kg/sq.cm):		
4.8.1	<u>Cementing Pump:</u> Make: Model: Type: Maximum Discharge Rate:		
4.8.2	<u>Cementing Pump Engine:</u> Make: Model: Horse Power:		
4.9	<u>Well Fluid Storage Tanks:</u> No of tanks: Size: Capacity in bbl:		
4.10	<u>Water Storage Tanks:</u> No of tanks: Size: Capacity in bbl.		
4.11	<u>Air Compressor:</u> Make: Model: Pressure Rating: Capacity:		
4.12	<u>Gen Set:</u> Make: Model: Horse Power/KVA:		
4.13	<u>Trailer / Carrier:</u> Make: Model: Front/Rear axle (nos.)		

	Capacity:		
4.14	<u>BOP:</u> Make (Cameron/Shaffer/Hydrill/NOV preferably): Model: Pressure Rating: Double Ram/Two Stack BOP with one set Blind ram & one set Pipe ram: Manual control : (Y/N)		
4.14.1	<u>BOP Control Unit:</u> Make: Model: Capacity in gallon: Pressure Rating: No of N2 cylinders: Hydraulic operated: (Y/N)		
4.15.1	<u>Well Servicing Pump:</u> Make: Model: Max Pressure Rating: Maximum Discharge Rate:		
4.15.2	<u>Engine for Well Servicing Pump:</u> Make: Model: Horse Power:		
4.16	<u>Overall Rig Type:</u> i. Mobile-self propelled / trailer		

	mounted / Ext. propelled. ii. Electric / Diesel Engine powered.		
4.17	Clear height under rotary beams (i.e. clearance below rotary table) in ft:		
5.0	Electrical/Lighting Items		
6.0	Other important items		

The Rig, after due inspection is found in good operating / working conditions.

(Signature with name and designation)

Seal of the Manufacturer.

Note:

- (1) For the Rig/equipment already in existence, the above certificate shall be given by Third Party Inspection Agency namely BV/DNV/LLOYDS/ABS/OILFIELD AUDIT SERVICES on their letter head in original. Certificate from other agencies shall not be accepted.
- (2) Third party Inspection should be carried out on or after the date of sale of Tender Document and original inspection documents should be submitted along with the techno-commercial bid.

ANNEXURE-I**EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR
AND/OR COMPANY (OIL) FOR ONE WORK OVER RIGS**

The equipment, machineries, tools, materials, instruments, services and labour including but not limited to those listed at the following terms shall be provided at the location by either by OIL or Contractor and at the expenses of either OIL or Contractor as designated hereunder by 'X' mark in the appropriate column:

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
I. EQUIPMENT :					
1.	Work-over Unit complete with safety, hoisting, rotating & maintenance equipment according to international practice.	X		X	
2.	BOP, its attachments & spares	X		X	
3.	Choke/ kill manifold & connections	X		X	
4.	All cross-over sub for tubular	X		X	
5.	All fishing tools & their spares	X		X	
6.	a) Handling tools for Drill pipe, Tubing, Drill Collar and other tubular (elevators, slips etc.)	X		X	
7.	Welding Set with requisite electrodes	X		X	
8.	Base / Well-site camp complete in all respect i.e. furniture fixture etc.	X		X	
9.	Sand line, if required	X		X	
10.	Well Logging Unit, Tools & Services for Logging Operations		X		X
11.	Safety equipment including Fire Fighting equipment	X		X	
12.	Shut- in valves & circulating heads for tubing & drill pipes.	X		X	
13.	a) Crane during well operations	X		X	
	b) Sufficient number of vehicles/trailars for inter-location movement of Rig.	X		X	
	(c) Light Truck	X		X	
	(d) Fork-Lift				
14.	Equipment required for supplying water as per Tender specification at well- site and camp-site.	X		X	
15.	Equipment required for generating electricity at well- site & camp-site.	X		X	
16.	Rig & Area lighting	X		X	
17.	Lines (HP) / Chicksans hoses /Valves/ Fittings	X		X	
19.	Mud/brine making/ loading facilities at well- site	X		X	
20.	Work -over fluid storage tanks & water storage tanks	X		X	
21.	Extra pump, tanks, hopper for cement plug/squeeze job	X		X	
21.	Potable/drinking water, permanent provision at well site & camp	X		X	
22.	BOP Control Unit with remote panel	X		X	
23.	Well control accessories	X		X	
24.	Drill pipe & drill collar	X		X	
25.	Casing line with spool/cradle	X		X	
26.	Kelly & Swivel	X		X	
27.	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic)	X		X	
28.	Elevator links, Stand pipe & Rotary hose	X		X	
29.	Bit breaker, thread protector, nozzle gauge & bit gauge	X		X	
30.	Service Winch (pneumatic)	X		X	
31.	Junk subs, Impression blocks etc.	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
32.	All sizes of casing scrapper	X		X	
33.	Ditch magnet, tubing wiper.	X		X	
34.	Rig warehouse/storehouse	X		X	
35.	Complete set of tools & wrenches	X		X	
36.	Riser with flow nipple/flow branch	X		X	
37.	Hydraulic power tubing tong	X		X	
38.	Tubing spinner	X		X	
39.	All kinds of mud agitators on mud tanks.	X		X	
40.	Portable gas detector	X		X	
41.	All Rig instruments as per OMR, 1984 & recorder	X		X	
42.	Mud motors & spares	X		X	
43.	Fishing equipment & spares other than those mentioned in Section II (SOW)		X		
44.	Air, water, electricity, fuel (HSD) and all lubricants	X		X	
45.	Accommodation for Contractor& Company's personnel	X		X	
46.	Communication equipment as mentioned in the Contract	X		X	
47.	Preliminary mud/brine testing facility at well-site	X		X	
48.	Equipment and services not heretofore designated but required by Contractor for normal operations	X		X	
49.	Equipment not heretofore designated but necessary to fulfil OIL's instructions.		X		X
II. CONSUMABLES :					
1.	Fuel for Work-over Rig, all vehicles & entire Contractor's equipment including camp (including OIL's designated materials)	X		X	
2.	Grease, Lube oil, Cleaning solvent for all Contractor's equipment including accumulator charging gases (also for OIL's designated equipment).	X		X	
3.	Thread lubricant for all tubular.	X		X	
4.	Mud chemicals & additives		X		X
5.	Salt & chemicals for preparation of brine solution.		X		X
6.	Welding consumables	X		X	
7.	All BOP consumables including rubber seal& ring joint gaskets	X		X	
8.	Spares for Work-over Rig & accessories.	X		X	
9.	Regular replacement of consumables of Contractor's equipment/ machineries.	X		X	
10.	Maintaining adequate stock of consumables.	X		X	
11.	Mud Motor spares	X		X	
12.	Fishing equipment & spares as per the contract (SOW)	X		X	
13.	Replacement of tool/ equipment services as & when necessary	X		X	
14.	Replacement of Contractor's transport fleet as & when necessary.	X		X	
15.	Fuel, lube oil and spares for transport fleet as and when necessary.	X		X	
16.	First-aid treatment & medicine	X		X	
17.	Food & accommodation	X		X	
18.	Materials required to upkeep health and hygiene	X		X	
19.	Materials required for control of pollution.	X		X	
20.	Civil Engineering materials for - a) Camp maintenance. b) Well site plinth maintenance. c) Approach road to well-site & camp-site maintenance.	X X	 X	X X	 X
21.	Replacement of electrical fittings as & when necessary.	X		X	
22.	Spares & consumables for communication equipment	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
23.	Replacement, spares & consumables for fire-fighting equipments	X		X	
24.	Painting of mast & substructure as and when necessary as per colour coding to be informed by OIL.	X		X	
25.	All sizes of bits as and when necessary		X		X
26.	All sizes of Mills	X		X	
27.	All kinds of chemical & cement as and when necessary		X		X
28.	Consumables not heretofore designated but required by Contractor for the maintenance of Bidder's equipment.	X		X	
29.	Consumables not heretofore spelt out but necessary to fulfil OIL's instructions		X		X
30.	Water for operation at well- site	X		X	
III. SERVICE AND PERSONNEL					
1.	Transportation of OIL's equipment & consumables attached to the Rig.	X		X	
2.	Handling (loading & unloading) and storage of OIL's, Contractor's & Sub-contractor's materials at well- site.	X		X	
3.	Transportation of entire Work-over Rig with accessories between locations (inter-location move)	X		X	
4.	Inter-location movement of Company's equipment attached with the Rig.	X		X	
5.	Transportation of personnel a) Of OIL (Based at camp) b) Of Contractor	X	X	X	X
6.	Collection of bits, well-consumables, chemicals, cement and handling at well- site excluding transportation.	X		X	
7.	a) Site preparation (levelling, base, foundation, waste pit, cellar pit, access roads according to the general lay-out requirement of Contractor). b) Maintenance of well-site plinth / camp-site. c) Maintenance of well-site and camp-site approach road. d) Storage facility for bit/mill and chemicals & other consumable at Well- site.	X X	X X	X X	X X
8.	Communication system (as specified in the Tender)	X		X	
9.	Cementing & cementing services.	X		X	
10.	All expenditure for Contractor's persons including inward and outward journey from well- site.	X		X	
11.	Well head, control systems and their installation	X		X	
12.	Tripping of tubular & recovery of casing.	X		X	
13.	Medical facilities at well- site& camp-site.	X		X	
14.	Other inspection required by Company in excess of contractual inspection		X	X	
15.	Furnish adequate roadway to location with space for crossing.		X		X
16.	Well head installation (BOP, Production & other equipments)	X		X	
17.	Welding materials & welding operations	X		X	
18.	All personnel & supervision necessary to operate the Work-over Rig, including personnel necessary to handle all normal operations.	X		X	
19.	Food & lodging of Contractor's & OIL's personnel (including 3 rd party personnel)	X		X	
20.	Work-over operation as per Mines Act-1952 , OMR-1984 & OISD Standard-182	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
21.	BOP , Casing testing services	X		X	
22.	Maintenance of Contractor's/ Company's equipment.	X		X	
23.	Well killing services	X		X	
24.	Fishing services	X		X	
25.	Production testing services (wellhead fitting/equipment shall be provided by OIL & well site services shall be provided by Contractor).	X	X		X
26.	Security services	X		X	
27.	Pollution control services	X		X	
28.	Mud/Brine testing services	X		X	
29.	Computation and record keeping services	X		X	
31.	Catering services	X		X	
32.	Medical Services	X		X	
33.	Ambulance services	X		X	
34.	Fire fighting services	X		X	
35.	Laundry & sanitation services	X		X	
36.	Construction of shed/ramp etc. for mud, salt & additives	X		X	
37.	Various work sheet drawing, calculation dimensions as mentioned.	X		X	
38.	Services not heretofore designated but required by Contractor in normal operations or needed to maintain & operate Contractor's equipment.	X		X	

ANNEXURE-II

PROFORMA FOR BIO DATA OF KEY PERSONNEL

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

1. NAME:
2. PRESENT ADDRESS:
3. PERMANENT ADDRESS:
4. FATHER'S NAME:
5. NATIONALITY:
6. RELIGION:
7. IDENTITY PROOF:
8. PASSPORT NO. AND VALIDITY
(IN CASE OF EXPATRIATE):
9. DESIGNATED POST:
10. EDUCATIONAL QUALIFICATION:
11. DATE OF BIRTH:
12. PCC DATE AND CERTIFICATE NO:
13. PME/IME DATE:
14. EXPERIENCE IN REVERSE ORDER:

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Scope of Work (Section-V) and shall submit their credentials along with their recent photographs & police verification certificates to Company for approval of Company.

ANNEXURE – III**DETAILS OF ELECTRICAL MACHINE USED IN WORKOVER RIG**

Sl. No.	Name of Equipment/ Motor	Make	Maker's Sl. No.	Type	DGMS Approval No.	Distance from Well head	Gas Group
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							

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
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____
having permanent residence at _____
P.O/P.S -----, Dist. _____, State ----- 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 do 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 M/s _____ for all
practical purposes and there are no privatives of Contract between OIL and me.

Signature

Place:

Date:

1. NAME:
DESIGNATION:
DATE:

2. NAME:
DESIGNATION
DATE:

Documentary Evidence for HSE Criteria

1. LTIF for last Five years

Sl. No.	Contract No	Name & Contact details of client	Place of Operation	Contract Period		LTIF				
				Commencement	Completion	1 st	2 nd	3 rd	4 th	5 th
1										
2										
3										
4										

2. Details of HSE Policy :

- (i) _____
(ii) _____
(iii) _____

[N.B: Please add rows as required]

Signature of Authorized Signatory Name:

Designation :

Phone No :

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note:

- 7.1. A lost time injury (LTI) will occur when a person is injured in the execution of his/her duties and as a result of this injury is unable to perform his/her regular duties for one full shift or more on the day following day which the injury was incurred. Note: Regular duties are those duties associated with the job description of the injured.

Lost time injury frequency rate shall be calculated as illustrated below:

Required Data:

- (i) No of accident for the year of calculation
- (ii) No of injury for the above accidents
- (iii) Total Man Days loss due to accident= X
- (iv) Total Sick leave/unproductive Mandays= Y

A = Million Man-hrs worked

= No of employees * No of days * duty hour per day * 10^{-6}

B = Million Man-hrs loss due to sick leave and accident (non-productive hrs)

= (total sick leave + total Mandays loss due to accident) * duty hour per day x 10^{-6}

= (X + Y) * duty hour per day * 10^{-6}

Actual man-hour worked (C)

C = [Total Million Man-hrs worked] – [Million Man-hrs Loss due to sick leave and accident (non-productive hrs)]

=A - B

LTIF Rate =
$$\frac{\text{No of Injury}}{\text{Actual MMH worked}}$$

PROFORMA-A**Tender No. : CJI-5142-P21**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

Srl #	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
<p>(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".</p>											
<p>(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".</p>											
<p>(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".</p>											

Authorised Person's Signature: _____**Name:** _____

Seal of the Bidder:

PRICE BID FORMAT**TENDER No. : CJI-5142-P21****CURRENCY QUOTED : INR**

SL. No.	Description of Item	Unit	Qty.	UNIT RATE	TOTAL AMOUNT
A. OPERATING CHARGES :					
1	Mobilisation Charge (M)	Lump - sum	1		
2	Demobilisation Charge (D)	Lump - sum	1		
3	Interim Mobilisation Charge (IM)	Lump - sum	4		
4	Interim Demobilisation Charge (ID)	Lump - sum	4		
5	Operating Day Rate per 24 hrs (ODR)	Day rate	570		
6	Standby Day Rate per 24 hrs (SDR)	Day rate	300		
7	Force Majeure Day Rate per 24 hrs (FMDR)	Day rate	15		
8	Repair Day Rate per 24 hrs (RDR)	Day rate	15		
9	Fishing Day Rate per 24 hrs (FDR)	Day rate	10		
10	Inter Location Move charge up to 35 Km (ILM1)	Lump - sum	36		
11	Inter Location Move charge in excess of 35 Km (ILM2) Running charges per KM	KM	1500		
12	Fixed Charge (Lump sum) for Cluster location. The spacing between wells at surface in cluster well plinth is usually around 10 m or more (ILM3)	Lump -sum	5		
Total for Section-A (INR)					
B	FOOD/ACCOMODATION CHARGES : (IN EXCESS OF 6 OIL'S PERSONNEL)				
13	Bed tea/coffee with biscuit	NO.	400		
14	Break fast	NO.	400		
15	Lunch	NO.	400		
16	Evening tea with snacks	NO.	400		
17	Dinner	NO.	400		
18	Accommodations for executives	NO.	100		
19	Accommodations for non-executives	NO.	200		
Total of Section-B (INR)					

Total Estimated Contract Price = (A + B)
Applicable Rate of GST :
Applicable SAC Code :

NOTES:-

- (i) The items referred in the format are to be read in conjunction with Section-IV, Part - 3.
- (ii) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL/Free of Charge**' should be mentioned against such part of work.
- (iii) The quantities indicated above are tentative requirement for two years and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.
- (iv) All taxes other than GST shall be borne by the Contractor. The quoted price shall be exclusive of GST. The applicable GST shall be on Company's account. However, liability for payment of the GST in case of Indian Bidder and overseas Bidder having offices in India shall lie on the Contractor, else in case of Foreign Bidders, the liability shall lie on the Company. The quantum(%age) of GST as applicable against the contract must be indicated separately.
- (v) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in Proforma-A (enclosed) for estimating the customs duty.
- (vi) **Custom Duty** : The services under this Contract shall be carried out in ML/PEL areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.
- (vi) Bid evaluation will be carried out based on the sum total of prices under Section A and B of the price bid format shown above.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

To
OIL INDIA LIMITED
For GM-C&P
RAJASTHAN FIELD
JODHPUR-342005

Sub: IFB No. CJI-5142-P21

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 10% of estd. Annual 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:

Tender No. : CJI-5142-P21

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory).

Name of the Bidder_____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For GM-C&P
RAJASTHAN FIELD
JODHPUR-342005

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN FIELD, JODHPUR (hereinafter called the "Company")'s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called "the Bank") are bound unto the Company in the sum of (.....)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this Day of , 2020.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

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

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness

Address.....

(Signature, Name and Address)

Date.....

Place.....

-
- The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
 - The Date of Expiry of Bank Guarantee should be 210 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:

(Name of Company)

(Address of Company)

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... Dated 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 by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the 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 modifications of the terms of the Contract or of the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)**(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

.....

Address :.....

.....

Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the

Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B.Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, 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 agreement/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 Agreement words and expressions shall have the same meanings as are respectively assigned to them in the 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 agreement 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)
- g) Bid Form, (Proforma-C)
- h) Statement of Compliance, (Proforma-D)
- i) Sample Agreement Form (Proforma-G)
- j) General HSE Guidelines (Appendix-A)
- k) Procedure for obtaining Labour Licence (Appendix-B)

- 1) 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 (Appendix-C)

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 Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's IFB No. CJI-4232-P21

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

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-4232-P21

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

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- 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 Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

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

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

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

Section: 9 - Pact Duration

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

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

Section:10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.

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

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

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

.....

.....

For the Principal :

For the Bidder/Contractor:

Witness 1:

Witness 2:

Place. JODHPUR.

Date

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20____ at _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017 and subsequent amendments, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). 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 PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

The bidder, who has been awarded the contract after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (format attached at Proforma-FA) equivalent 10% of total contract value.

A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

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 :

FORM OF PERFORMANCE BANK GUARANTEE

To

**M/s OIL INDIA LIMITED (OIL)
RAJASTHAN FIELD
JODHPUR , RAJASTHAN - 342005**

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s (Name of the ultimate parent) having its

registered/head office at is the **"Ultimate Parent"** of

"Supporting Company" M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT"**, up to a total of (Amount of Guarantee in figures)

(in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor 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 Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS

Designation

Name of Bank

Address

Witness

Address

Date:

Place:

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- i) "MT 760/MT 760 COV" for issuance of bank guarantee.
- ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS CODE - UTIB0000057; SWIFT CODE: AXISINBB057.

Branch Address - Axis Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

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

PROFORMA-R

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF
AUTHENTIC INFORMATION/DOCUMENTS**
(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CJI-4232-P21 Dated _____

To,
The GM-C&P (RF)
Contracts & Purchase Deptt,
OIL, Rajasthan Field, Jodhpur

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)

GENERAL HSE POINTS

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

2.0 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 the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 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

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

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

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

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

APPENDIX-C

**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. _____ **Dated** _____

OIL INDIA LIMITED

Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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.

--END OF TENDER DOCUMENT--