



GeM
Government
e Marketplace

Report ID: GEM/GARPTS/17072021/5QN6ZRU0VR2I

Report Name: Oilwell Drilling Rig Services

Generated By: Suvam Patowary , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 17/07/2021

Valid till: 16/08/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: 1400 HP OILWELL DRILLING RIG SERVICE

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



FORWARDING LETTER

M/s _____

Sub: IFB No. CNI7579P22 for 'Hiring of 1400HP rig package for 2 years (with provision of 1-year extension) for Drilling in Dima Hasao (OALP-III) and Karbi Anglong (NELP-IX) Blocks'.

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. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced Contractors through OIL's e-procurement site for **'Hiring of 1400HP rig package for 2 years (with provision of 1-year extension) for Drilling in Dima Hasao (OALP-III) and Karbi Anglong (NELP-IX) Blocks'**. 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:

a)	IFB No. /E-Tender No.	:	CNI7579P22
b)	Type of Bidding	:	Online Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
e)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal

f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of ED (BM-Frontier) Frontier Basin Project, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	120 (one hundred and twenty) days from Bid Closing date
j)	Mobilization Time	:	150 (One hundred and fifty) days from the date of Mobilisation Notice after issuance of Letter of Award (LOA)
k)	Bid Security Amount	:	Not Applicable
l)	Bid Security Validity	:	Not Applicable
m)	Amount of Performance Security	:	3% of annualised contract value
n)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
o)	Location of job	:	Dima Hasao and Karbi Anglong districts of Assam
p)	Duration of the Contract	:	02 (Two) years from the date of commencement of operation. (with provision of extension of another 01 year)
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of Part-3, Section-I (General Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	ED (BM-Frontier) Frontier Basin Project, Oil India Limited, Duliajan -786602, Assam, India.

3.0 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.

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

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

- 4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 4.4 For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 4.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL’s E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 4.4.2 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.
- 4.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.
- 4.6 (DELETED)**
- 4.7 The link for OIL’s E-Procurement Portal is available on OIL’s web site (www.oil-india.com).

5.0 PRE-BID CONFERENCE:

- 5.1 A Pre-Bid Conference is tentatively scheduled to be held on **28th July, 2021** through video-conferencing/online mode to explain the requirements of

Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who want to participate in the pre-bid meeting must confirm their participation and forward their pre-bid queries, if any latest by **25th July, 2021**. For details of the venue, bidders may contact Office of the ED (BM-Frontier), Frontier Basin Project, Oil India Limited, Duliajan -786602, Assam, (E-mail ID: frontierbasin@oilindia.in)

- 5.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and availability of key resources/infrastructure in the area (if feasible). This will help the bidder to understand the total requirement for proper bidding.
- 5.3 Maximum two (2) representatives from each prospective Bidder, who registered themselves against the tender shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.
- 5.4 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to ED (BM-Frontier), Frontier Basin Project, Oil India Limited, Duliajan -786602, Assam and such queries must reach OIL's office/above E-mail ID latest by 25.07.2021. OIL shall provide clarifications to only those queries received within this date. Queries/Clarifications against the tender received beyond 25.07.2021 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. **The email IDs of the representatives may also be sent alongwith the pre-bid conference queries, for invitation to the VC.**
- 5.5 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may incorporate the changes in this regard, if agreed any, through an addendum to tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid(s) shall be rejected outright against this tender.
- 5.6 The exact date and venue of pre-bid conference will be intimated later on. The Pre-Bid conference shall be held through VC.

6.0 IMPORTANT NOTES:

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the

bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-V** should be submitted along with the technical bids.
- iv) **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.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) 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 in "**Technical Attachments**" **Tab only**. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments **Conditions** Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Chk
The table does not contain any data						

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

Go to this Tab **“Technical Attachments”** for Uploading “Technical Bid” files.

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.

Notes:

- * The “Technical Bid” shall contain all techno-commercial details **except the prices.**
- ** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the on-line field “Total Bid Value” under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

Create RFX Response

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) Technical RFX Response | [Close](#)

RFX Response Number 60038748 RFX Number 1396 Status In Proce
RFX Owner BHARALI Total Value 0.00 INR Nu

RFX Information Items Notes and Att
Basic Data Questions Technical Attachme

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No

"Total Bid Value" considering all the

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(S. Patowary)
(E-mail ID: suvam.patowary@oilindia.in)
Sr. Officer – Contracts (FB)
For Executive Director-BM (Frontier)

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 Eligibility of the bidder:

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 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:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) 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) 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 Non-Compliance, (Proforma-D)
 - l) Bid Securing Declaration (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) Financial Turnover, Networth & Working Capital Certificate (Proforma -J)
 - r) Safety Measures (Proforma – K)
 - s) Integrity Pact (Proforma-M)
 - t) Undertaking for Mobilization (Proforma-S)
 - u) Experience statement of bidder (Proforma-T)
 - v) Sample Biodata for Key Personnel (Proforma-U)
 - w) Sample Undertaking from Contractor's Personnel (Proforma-U1)
 - x) Undertaking of authenticity of information/documents submitted (Proforma-V)
 - y) Certificate of Compliance of Financial Criteria (Proforma-W)
 - z) Declaration by bidder regarding concurrent commitment (Proforma-X)
 - aa) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-Y).
 - bb) Proforma Against Quality And Cost Based Selection (Proforma-Z)
 - cc) Proforma For Undertaking From Third Party Inspection Agency (Proforma-AA)
 - dd) Other Annexures & Checklists.

2.2 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.

2.3 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:

5.1.1 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:

- 5.2.1 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 authorised Agents in India, if any.

5.3 Documents comprising the bid:

- 5.3.1 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 Securing Declaration (Proforma-E) in accordance with Clause 10.0 hereunder.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised 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 any other commercial information pertaining to the service offered.

6.0 Bid Form:

- 6.1 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:

Bidders shall submit their bid only in Indian Rupees and they will be paid in Indian Rupees only.

8.1 DELETED

8.2 DELETED

9.0 Documents establishing bidder's eligibility and qualifications:

9.1 These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed “Bid Securing Declaration**” (Proforma-E)**

11.0 Exemption From Submission Of Bid Security: (Not Applicable)

12.0 Period Of Validity Of Bids:

12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

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

13.0 Signing & submission of bids:

13.1 Signing of bids:

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 Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

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

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

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

13.2 Submission of bids:

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 CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) 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 specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 Late Bids:

- 16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

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 debarment of bidder from participation in future tenders of OIL.

18.0 Extension of bid submission date

- 18.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

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 authorisation 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 DELETED

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 Documents.

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 DELETED

22.3 DELETED

22.4 DELETED

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

- 24.1.1 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 DELETED

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 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.

(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 and 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-L 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 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, E-mail: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture; E-Mail: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, 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.

END OF PART-1

&&&&

Part-2

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

1.0 VITAL CRITERIA FOR BID ACCEPTANCE: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bidders are advised not to take any exception/deviation to the Bid Documents. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications and if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.

2.0 GENERAL CONFORMITY

Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid 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.

3.0 EVALUATION CRITERIA:

3.1 TECHNICAL EVALUATION CRITERIA:

Bidder must be incorporated in India and must have more than 20% local content for the offered services.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020** of MoPNG shall be applicable as per the Notification(s) and any amendment thereof.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

Note: A copy of Certificate of Incorporation must be provided along with the Bid. Also, bidder must mention the percentage of local content in their technical bid along with requisite certificates (self declaration & certificate of statutory auditors / CA) as per provisions of PPLC notified by MoP&NG as mentioned above.

3.1.1 EXPERIENCE OF THE BIDDER:

The Bidder must meet the following experience criteria in the last seven (07) years preceding the Original Bid Closing Date:

- i) Minimum 01(one) **year** continuous experience of providing drilling services with minimum **1400 HP** rig capacity on charter hire basis.
- ii) Drilling of at least **05 (five) Nos.** oil/gas wells with drilling rig of minimum **1400 HP** capacity out of which *at least* one well should be of depth range 3500 Mtrs. minimum.

Bidders must submit documentary evidence as:

- (i) Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement/release of final payment against the contract.

OR

Any other documentary evidence that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

3.1.2 DRILLING RIG

- 3.1.2.1 The bidder shall be in possession of the rig offered either owned or leased. In case the bidder is not in possession of the rig at the time of submission of bid, they may offer rig for which they have an agreement for lease/buy. However, no “proposed to buy brand new Rig” which is not readily available at the time of Bid closing date shall be acceptable due to increased mobilization period.

3.1.2.2 Identification of rig:

- i) All the bidders are required to identify the rig at the time of submission of bid with documentary proof thereof, confirming availability of the rig for this contract.
- ii) In case owner of the rig himself is the bidder, the certificate confirming availability of the rig for this contract, shall be furnished by owner himself.
- iii) In case of leased rig/proposed purchase of readily available rig, the bidders who do not own the Rig at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease/purchase of rig, concluded with the owner of the rig, especially for this tender, with documentary proof of ownership of the rig in the form of registration certificate of the rig. The above MOU/Agreement must be valid through validity of the bid. In case of leased rig, the successful bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof.
- iv) Bidder shall offer not more than two rigs against their quote for one rig. Bidder shall identify the rig giving complete technical details for evaluation along with copy of MOU/Agreement for this tender. Bidders will have to mobilise the rig out of these identified rigs, which are found acceptable to OIL. Offer beyond two rigs will not be considered for evaluation (Only 1st two options, option 1

and 2 will be considered for evaluation). Bidders will have to mobilise the rig out of these identified rigs, which are found acceptable to OIL.

- v) Offers with identified Rig(s) 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 along with valid original MOU, seven days prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. Bidders who fail to confirm availability of rig will not be considered for price bid opening and would not be considered for award of contract also.
 - vi) Bidder would not be allowed to substitute the rig once offered by them in their bid during the period of bid validity. If more than one rig is offered by a bidder, only first two rigs (Option1 & 2) against each quote shall be techno-commercially evaluated. The bidder can mobilise any one of the rigs found techno-commercially acceptable by OIL but the identification of the rig to be mobilised by the bidder shall have to be confirmed by them within 7 days of issue of letter of award (LOA).
- 3.1.2.3 The individual horsepower rating of the rig(s) offered should be minimum 1400 HP. Further the rig(s) offered should be Diesel Electric (AC-SCR or AC-VFD), having self-elevating mast and sub-structure (as per API standard) and also suitable for cluster location (1 + 3 Wells). The detail of the rig(s) is given in Section-II in Bid Document. Spacing between wells at surface on cluster well plinth is 18m (approx.). Bidders must confirm compliance of the same.
- 3.1.2.4 The offered Rig(s) should not be more than 15 years old. Bidders must submit the certificate of year of manufacture from the Rig manufacturer. Further, the offered rig package shall not be in ‘idle’ condition (not in operation) in the preceding 7 years period reckoned from the original Bid closing date.
- 3.1.2.5 Further, the drilling unit (s) offered should have a residual life of 7 years as on the bid closing date of the tender. The bidder’s declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 3.1.2.6 below to this effect should be submitted. The certificate should clearly indicate the residual life broadly of the mast, all engines, draw-works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, motors etc. In case offer is made for a brand-new rig, the certificate for residual life is not necessary.
- 3.1.2.6 The inspection and certification should be done by any of the following inspection agency for inspection of the rig and the cost of the third-party inspection will be borne by the bidder.
- (a) DNV
 - (b) ABS
 - (c) BV
 - (d) LLOYDS
 - (e) Oilfield Audit Services
- 3.1.2.7 The rig should be capable of drilling wells, fulfilling “Scope of Work” and conforming to the technical specification as laid down in the bid document.

- 3.1.2.8 The bidder shall submit the lay-out drawing of the offered rigs in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 15 days from the date of issue of Letter of Award.
- 3.1.2.9 The Bidder must confirm to provide complete rig package as specified under Section-II of the Bid Document failing which, the bid will be rejected.

Bidders must furnish documentary evidences in support of fulfilling all the above requirement as under:

- (a) Rig offered– documents relating to rig already in possession or propose to own/lease along with technical specifications / details.
- (b) Vintage and residual life of the offered rig as per Para 3.1.2.4 and 3.1.2.5 above.
- (c) Drilling experience of bidder– Statement to be furnished by bidder in a tabular form along with copies of contracts/work orders along with completion certificates/payment certificates issued by the clients.
- (d) MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.

Note: All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid.

3.1.3 Indian Company/Indian Joint Venture Company as bidder: Either the Indian Company/Indian Joint Venture Company **or its technical collaborator** must meet the criteria under clause **3.1.1** above.

3.1.3.1 Bidders quoting based on technical collaboration/joint venture, shall submit a **Memorandum of Understanding/Agreement** with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender. In case of technical collaboration, the credentials of technical collaborator shall be considered for evaluation under QCBS. However, the primary bidder shall have a minimum experience of providing services related to Oil & Gas drilling, viz. MMC, MLU, MUD Engineering etc. for more than 01 (one) year in the last seven (07) years preceding the Original Bid Closing Date.

3.1.4 In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in clause 3.1 above), the following requirements must be satisfied by the Bidder:

- 3.1.4.1 The leader of the consortium has to satisfy the minimum experience requirement as per clause **3.1.1** above.
- 3.1.4.2 The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the

competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.

- 3.1.4.3 Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- 3.1.4.4 The **‘Bid Security Declaration’ (Proforma-E)** shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- 3.1.4.5 The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
- 3.1.4.6 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- 3.1.4.7 Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- 3.1.4.8 In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
- 3.1.4.9 Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- 3.1.4.10 **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.

- 3.1.4.11 **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.
- 3.1.4.12 Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- 3.1.4.13 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.
- 3.1.5 Any party who is extending support by way of entering into consortium/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.**
- 3.1.6** Bidder while submitting the documents in support of their experience vide Clause **3.1.1** above shall also submit details of experience and past performance of the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), or Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the technical bid as per **Proforma-T**. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the technical bid in support of the experience laid down in Clause **3.1.1** above as per **Proforma-X**.
- 3.1.7** Number of companies involved in Joint venture partnership/collaboration for bidding should not be more than three including the subsidiaries, parent company.
- 3.1.8 Key Personnel:** The bidder must submit an Undertaking confirming to provide the key personnel with requisite experience and qualification as specified in **Clause 7.6(O) (Personnel to be deployed) under Section-II, Terms of Reference** and Area Manager/Rig Superintendent, Tool Pusher, Tour pusher and Driller & Asst. Driller should possess valid International Well Control (IWCF) certificate and should be fluent in English.
- 3.1.9 Mobilization:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within **150 days from the date of Mobilisation Notice from OIL after issuance of Letter of Award (LOA) [refer Proforma-S]**. Payment towards mobilisation of the rig package shall not exceed 7.5% of the total contract price for 2 years. However, mobilization charges if quoted in excess of 7.5% of the estimated contract cost, the excess amount shall be paid at the end of the contract. The date on which Contractor's Rig & accessories along with the personnel, tools and equipment etc. are properly positioned at the drilling location, rig up operation is completed and **the well is actually spudded in will be treated as completion of mobilization**. Offers indicating mobilisation time more than

150 days from the date of Mobilisation Notice after issuance of Letter of Award (LOA) will be summarily rejected.

3.2 FINANCIAL EVALUATION CRITERIA:

3.2.1 The bidder shall must have an annual financial turnover of minimum **INR 24,65,60,000.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

3.2.2 In case the bidder is an Indian Joint Venture Company or having a technical collaborator, then the Indian Company/ Indian Joint Venture Company shall have an annual financial turnover of minimum **INR 24,65,60,000.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

3.2.3 In case of Consortium of companies, any member of the Consortium shall have an annual financial turnover of minimum **INR 24,65,60,000.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date and other member(s) of the consortium shall have an annual financial turnover of minimum **INR 12,32,80,000.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company of Consortium members is not allowed to meet the financial criteria.

3.2.4 **Net worth** of bidder should be positive for the accounting year preceding the original bid closing date. Similarly, in case of consortium bidding the Net Worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date.

[Net worth shall mean: " Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

3.2.5 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 and Working Capital 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 in **Proforma-W**.

Notes:

i) For proof of Annual Turnover & Net worth, any one of the following document

must be submitted along with the bid: -

- a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover, Net worth and Working Capital as per format prescribed in **Proforma - J**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.

OR

- b) Audited Balance Sheet along with Profit & Loss account.
- ii) 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.

In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

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

- 3.3.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per **Proforma-B** uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be **rejected outright**.
- 3.3.2 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 3.3.3 **Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.**

- 3.3.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.3.5 Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 3.3.6 The Bid documents are not transferable. Bid can only be submitted in the name of the BIDDER in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 3.3.7 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.
- 3.3.8 Any Bid containing a false statement shall be rejected.
- 3.3.9 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 3.3.10 Contractor shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor’s personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor’s account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.
- 3.3.11 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 will be rejected.
- 3.3.12 There must be no exception to the following Clauses including sub- clauses, otherwise the Bid will be rejected:
- (i) Performance Guarantee Bond Clause
 - (ii) Force Majeure Clause
 - (iii) Tax liabilities Clause
 - (iv) Arbitration Clause
 - (v) Acceptance of Jurisdiction and Applicable Law Clause
 - (vi) Liquidated damage and penalty clause
 - (vii) Safety and Labour Law
 - (viii) Insurance Clause
 - (ix) Termination Clause
 - (x) Integrity Pact

3.4 EVALUATION OF BIDS FOR QUALITY:

- 3.4.1 Bids qualifying as per **Technical Evaluation Criteria (3.1 above), Financial Evaluation Criteria (3.2 above) and Commercial Evaluation Criteria (3.3 above)** shall be eligible for this evaluation.
- 3.4.2 Bids shall be evaluated both in terms of ***Quality*** as well as ***Quoted Price*** i.e.

Quality & Cost Based Selection (**QCBS**) methodology. The weightage for *Quality* is 40 and the weightage for the *Quoted price* is 60

3.4.3 The marks allocated against various subsections under **Quality** of Bid shall be as hereafter.

i. Broad classification:

Sl. No.	Quality Criteria	Marks
1	Bidder's Experience - No. of Years	15
2	Bidder's Experience - No. of wells drilled	10
3	Bidder's Experience - No. of high depth (>3500m) wells drilled	5
4	Rig Manager's Qualification & Experience	10
	Total:	40

ii. Breakup of marks for **Quality** shall be as under:

Sl. No.	Quality Criteria	Marks	
1	Experience of providing drilling services with Rig of minimum 1400 HP capacity on charter hire basis during last seven (7) years preceding the original bid closing date.	15 (Max)	
(a)	Experience in years ≥ 5	15	
(b)	Experience in years ≥ 3 but < 5	11	
(c)	Experience in years ≥ 1 but < 3	7	
2	Number of wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	10 (Max)	
(a)	Number of wells drilled ≥ 15 wells	10	
(b)	Number of wells drilled ≥ 10 wells < 15	7	
(c)	Number of wells drilled ≥ 5 wells < 10	5	
3	Number of high depth (>3500m) wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	5 (Max)	
(a)	depth (>3500m) ≥ 5 wells	5	
(b)	depth (>3500m) ≥ 3 wells < 5 wells	3	
(c)	depth (>3500m) ≥ 1 wells < 3 wells	2	

Sl. No.	Quality Criteria	Marks
5	Qualification & Experience of Manpower [Rig Manager-02 Nos.]	10 (Max)
5(a)	Qualification of Rig Manager	4 (Max)
	Engineering Graduate	4
	Diploma or any graduate	2
5(b)	Experience of Rig Manager in similar post	6 (Max)
	Experience of Rig Manager \geq 15 years	6
	Experience of Rig Manager \geq 10 years but < 15 years	4

Notes:

- (i) Since bidder's Quality marks are linked with the qualification of personnel i.e. Rig Manager, bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution of the Project. An **Undertaking** in this respect to be provided by the bidder. Bidders are free to quote for multiple persons against Rig manager having equal or more experience, however, for marking against QCBC, persons with least qualifications, as per relevant clause of the tender, will be considered.
- (ii) Bidders quoted for multiple rig packages, towards part of the offered Rigs, the Rig package meeting the quality parameters with the least marks obtained under QCBS (under parameters of Sl Nos. 4 and 5 combined) shall be considered under QCBS evaluation.
- (iii) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.
- (iv) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the QCBS score (quality parameters tabulated above), after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed in **PROFORMA-Z** and submit the same along with the technical bid.
- (v) A bidder will progress to the Quality Evaluation process only after it qualifies as per the Terms and conditions of the Tender. Therefore, QCBS will be applicable to the qualified bidders only.

3.5 PRICE EVALUATION CRITERIA

- 3.5.1 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (Proforma-B)**; otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, „**NIL**” should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as “0”. However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.
- 3.5.2 Price Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT as per Proforma - B**.

TOTAL CONTRACT COST, T =

M + D + TODR + TILMO + TILM1 + TKILM + (TETP-DR) + TML

WHERE,

- i) Total Mobilisation charges, Lump sum, One time only, **M**
- ii) Total Demobilisation charge, Lump sum, One time only, **D**
- iii) Total Operating day rate charge, **TODR = ODR x 650 days**
- iv) Total Inter-Location Movement charge (Cluster location) Lump sum, **TILMO = ILM0 x 2**
- v) Total Inter-location movement Charges (for move within a distance of 30 Kms), **TILM1 = ILM1 x 2**
- vi) Kilo-meterage charge during ILM in excess of 30 Km, **TKILM = KILM x 350**
- vii) Total Effluent Treatment Plant day rate charge for emergency use (when Rig is not under operation), **TETP-DR = ETP-DR x 30**
- viii) Total charges for extra meal and accommodation, **TML=ML x 3000**

NOTE: The items M, D, ODR, ILM0, ILM1, KILM, ETP-DR, ML are as defined in Schedule of Rates (Section -IV)

- 3.5.3 The bidders must comply with the limits indicated against each of the following rates:
- (a) Payment towards **mobilization charges** for each rig package should not exceed 7.5% (seven and half percent) of the estimated total Contract value for two (2) years operation.
 - (b) Payment towards **Standby Day Rate** shall be 90% (ninety percent) of the Operating Day Rate.
 - (c) Payment towards **Rig Repair Day Rate** and **Stack Day Rate** each shall be 50% (Fifty percent) of Operating Day Rate.
 - (d) Payment towards **Force Majeure Day Rate** shall be 50% (fifty percent) of Operating Day Rate.

- (e) **Demobilization Charges** for each rig package should not be less than 2% (two percent) of the estimated total Contract value for two (2) years operation. In case de-mob charges quoted less than 2%, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

- (f) Concession rate of customs duty may be applicable for Rigs deployed in OIL's eligible area of operation.

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

- 3.5.4 It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations in the price bid format are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of actual utilization i.e. actual number of days/parameter, as the case may be.

3.5.5 **INTER-SE RANKING OF THE QUALIFIED BIDS:**

To ascertain the inter se-ranking of the bids based on **Quality & Cost Based Selection (QCBS) methodology**, procedure as mentioned below shall be adopted:

- a) An Evaluated Bid Score (B) will be calculated for each qualified bid using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * Y$$

Where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among responsive bids

T = The total marks obtained by the bidder against *Quality* criteria

T_{high} = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.60 (The weightage for *Quoted price* is 60)

Y = 0.40 (The weightage for *Quality* is 40)

Note: The **Evaluated Bid Score (B)** shall be considered upto two decimal places

- b) **The bid with the highest Evaluated Bid Score (B) will be recommended for award of contract.**

- c) The Contract will be signed with successful bidder for a period of two (2) years from the date on which the first well is spudded in after completion of mobilization at site with a provision for further extension up to one (1) year more or part thereof on the same rates, terms and conditions at the option of Company. However, Bids will be commercially evaluated Rig--for the initial two (02) years of operations.
- d) If more than one Rig (maximum up to three rigs) is offered by a bidder then individual Rigs would be techno-commercially evaluated.
- e) **In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria will be recommended for award of contract. Even then, if there is tie, a draw of lot will be resorted to arrive at the recommended bidder.**

3.6 GENERAL EVALUATION CRITERIA:

- 3.6.1 The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). The compliance Statement (**Proforma-D**) clearly indicating “**NIL Exception/Deviation**” to Tender clauses should be uploaded along with the Technical bid.
- 3.6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.6.3 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.
- 3.6.4 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.
- 3.6.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 3.6.6 The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to bid rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.
- 3.6.7 Commercial Bids (Price Bids) of only the technically qualified bidders subjected to BEC/BRC will be opened on a predetermined date and the same will be evaluated taking into account the following factors viz. sum total cost of all components quoted by the bidders as per Price Bid Format (**Proforma-B**).
- 3.6.8 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (**Proforma-B**) are only

for the purpose of evaluation of the bids. The Contractor will be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.

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

"If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected."

- 3.6.10 **Customs Duty:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

- Note:** The Bidder has to re-export the rig after completion of the contract in case of imported rig(s). The bidder will be fully responsible to pay the customs duty in case the rig is taken by the Contractor to area where NIL customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing NIL customs duty for import of goods.

- 3.6.11 **Goods & Service Tax:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.

- 3.6.12 **SUBMISSION OF FORGED DOCUMENTS:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-V**.

- 3.6.13 **Purchase Preference Clause for MSE bidders as well Purchase Preference Policy – Linked with Local Content (PP-LC) shall not be applicable against this tender.**

3.7 **VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:**

3.7.1 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 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@gulfllyods.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
-----	---	---

3.7.2 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.

3.7.3 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 along with 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.

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

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

(b) The prospective bidder shall contact any of the empanelled inspection

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

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

i. General Requirement:

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

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

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/ Parent/ Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

iii. Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

iv. Financial Criteria

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

Notes:

- i. If any documents LOI/LOA/Contracts etc. are submitted towards BEC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**
- (ii) Undertaking from TPI Agency as per format (Proforma- AA) enclosed should be submitted along with the Bid.**

3.8 NOTES TO BEC/BRC:

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

- (iii) The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- (iv) **The Bidder must submit the Check list-1.**

END OF BEC/BRC

&&&

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 (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all 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 Duliajan/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 or irrevocable Letter of Credit (LC) from:

10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or

10.3 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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

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

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

Full address.

Branch Code.

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

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

10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.6 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

- 10.7** The Performance Security shall be denominated in the currency of the contract.
- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to prove any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 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 Bidding Policy of OIL in vogue.

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

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

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

11.0 SIGNING OF CONTRACT:

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Bidding 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.
- (iii) 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 be binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and

Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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 Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or 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.

42.5 Exclusions

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 **COMPLETION OF CONTRACT:**

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

44.0 TERMINATION:

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

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

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

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

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

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

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other

Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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

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

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

Part-3
SECTION: II
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

- 1.0 **INTRODUCTION:** This section establishes the scope and schedule for the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work.
- 2.0 **DEFINITION OF WORK:** To drill onshore wells through hire of 01 (one) No. Drilling Rig of capacity 1400HP (Minimum) with associated equipment/tools & services for an **initial period of 2 years with provision for extension by 1 more year** at the same rates, terms and conditions. The wells will be either straight vertical holes or planned deviated holes with formation pressure to be near or above hydrostatic. **Well depths are expected to be in the range of 2000-3500 meters.** Depths of the wells may somewhat increase or decrease at the discretion of the company within the rated capacity of the rig.
- 3.0 **AREA OF OPERATION:**
- 3.1 The area of the operation as planned is in Dima Hasao (OALP Block) and Karbi Anglong (NELP Block) districts of Assam. The rig may also be moved to any other North Eastern States as per OIL's requirements. However, if the rig is required to be moved out from Dima Hasao and Karbi Anglong to other areas of NE states, Contract Rates and Terms & Conditions shall be fixed on mutually agreed terms & Conditions.
- 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 reason beyond their control.
- a) Minimum width of the well site approach road = 3.66 m
 - b) Turning Radius = 15m (Generally), 12 m (exceptionally)
 - c) Minimum overhead clearance = 4.25 m
 - d) Highest recorded wind velocity in Assam = 80 km/hour
 - e) Max. recorded ambient temp = 45 deg. Celsius
 - f) Min. recorded ambient temp.= 5 deg. Celsius
 - g) Weather Pattern: Frequent rains from April/May to September/ October with Moderate to Heavy rain and Occasional during the remaining period.
 - h) Nature of top soil: Usually clay/Alluvium/ Unconsolidated.
 - i) Source of water - Through shallow bore wells usually available at well Site. Otherwise from bore well situated at convenient Locations. Depth of bore well in the range of 15 to 50m (normally).
 - j) Average annual rainfall: 250 / 300 cm
 - k) Max. Humidity - 98%
- 4.0 **SCOPE OF SERVICE:** The Contractor shall provide the services of 01 (One) no. of Diesel Electric Rig Package (AC-SCR or AC-VFD) along with all necessary equipment and personnel as listed and carryout drilling operations including but not limited to drilling, round tripping, casing servicing (thread lubrication and drifting), lowering & setting of casings, fitting and testing of well heads, completion, abandonment, Production testing including tubing trips as and

when required, and all other associated operations including, rig up, rig down, inter-location movement etc. in accordance with the well drilling, and completion programs to be furnished by the company before commencement of the operation, which may be amended from time to time by reasonable modification as deemed fit by the company. The Contractor shall provide mobile Effluent Treatment Plant (ETP) with the Rig package for efficient effluent management (solid and liquid) generated during operation, suitable for meeting the requirements for drilling in N.E region in line with the guidelines from MoEF & CC and SPCB and also safe disposal of the effluents. Apart from this, the Contractor shall also provide spares for the entire rig package, tools and equipment, fuel (HSD) for running the operations, Lubricant and other maintenance consumables and shall carry out drilling with tools & experts supplied by the contractor. The contractor shall keep adequate stock of spares at all time for uninterrupted progress of work and make available all items listed in this document ready for use. OIL shall provide suggestion on technical matters on request from contractor. However, the contractor shall be wholly responsible for rendering services as per scope of work.

- 4.1 Bit program, mud program, casing policy, well program will be decided and provided by OIL.
- 5.0 **PRESENCE OF CO₂ & H₂S**: Presence of CO₂ & H₂S is not yet recorded at the proposed areas. However, provision of requisite quantity of SCBA (Self-contained breathing apparatus) units with trained personnel for dealing with any H₂S/or, any other toxic gas situation to be kept handy.
- 6.0 **TECHNICAL SPECIFICATION OF RIG PACKAGE**: The Contractor shall mobilize all necessary equipment and tools for successful and economic completion of the jobs mentioned. The contract includes supply of drilling rig package including haulage and transportation equipment and its services. HP rating of the rig offered should not be less than 1400 HP, Diesel Electrical rig (AC-SCR or AC-VFD) having self-elevating mast and sub-structure (as per API Standard 4F) and capable of drilling 1+3 cluster wells from the same plinth.

The drilling rig should be rated for minimum nominal drilling depth range of 3500 m and the available horse power output of the rig engine package should be capable of running 1400 HP (minimum) Draw-works and 2 (two) nos of minimum 1100 HP each Rig/mud pumps simultaneously and complete with other associated systems for Drilling.

The drilling unit offered should not be more than 15 years vintage and should have a residual life of 7 years (minimum).

7.0 SPECIFICATIONS OF DRILLING RIG

7.1 GROUP – 1

- A) **MAST AND SUBSTRUCTURE**: Swing lift cantilever type self-elevating mast and substructure with clear height of 142 ft. to 147 ft. Rated static hook load capacity of minimum 7,00,000 lbs (700 kps) with 12 lines strung on traveling block as per API 4F specifications. Mast is to be designed for 80 mph wind load with a full rack of pipe and 105 mph on a bare mast. Casing tripping load capacity shall be minimum 600,000 lbs simultaneously with 400,000 lbs of racked pipes. Crown Block capacity should be matching with the Mast capacity.

OIL shall have the discretion to accept/reject Rigs with minor specification deviation.

Self-elevating type sub-structure shall have a clearance of minimum 25 ft from ground level to underneath of rotary table beam. Substructure should be suitable to accommodate a 1400 HP (minimum) electrical powered draw-works and 27.1/2" or 37.1/2" rotary drive unit. Mast is to be complete with raising lines, lifting lugs for raising, leveling shims, snubber unit and hydraulic jacks. Mast and substructure should be complete with leveling equipment for front and rear shoes and with all accessories for the operation and erection of the mast and substructure.

- i) Mast shall have unobstructed line of vision to the crown block from driller's console.
- ii) Time taken on raising and lowering system of mast /substructure and job involvement in dismantling, transportation and assembling of the mast/substructure components should be in line with industry standards.
- iii) The mast shall have a racking capacity of 4000 mtrs of 5-inch OD, 19.5 PPF, range - 2 drill pipe in thribbles and BHA stands including drill collars and HWDPs.
- iv) The mast shall be complete with tubing support frame (belly board optional), air hoist sheave units 02 (two) Nos, sheave units for rig tongs 02 (two) Nos, sheave unit for power tong / pipe spinner 01 No, tong counter weights, guides etc.
- v) The Racking board (thribbles board) shall be adjustable type and complete with emergency escape from racking board to ground conforming to safety standards.
- vi) The mast shall be complete with dual stand pipe clamp for 5-inch OD stand pipes.
- vii) Adjustable pneumatic or electrically operated casing stabbing board for running in range I & II tubular shall be provided.
- viii) Safety climb equipment for climbing up mast ladder up to crown block shall be provided conforming to safety standards.
- ix) The Sub-structure shall be complete with tong back-up posts for rig tongs.
- x) The Sub-structure shall be complete with dog house support frame.
- xi) Two flight stairways at driller's side and off driller's side shall be provided.
- xii) Dog house-cum-change house shall be provided by Contractor.
- xiii) Mast and substructure shall be complete in all respects to start operation without any hold up.
- xiv) The Mast shall be complete with skewed type crown block having 7 x 60" sheaves i.e. one fast line sheave and the remaining 6 nos. cluster sheaves suitable for drilling line.
- xv) Height of wind guard post should be sufficient to avoid fouling of drill pipe stand against adjustable diagonal brace when the platform is placed at the lowest position.
- xvi) The mast & sub-structure should be complete with combination ramp & stairs, catwalk & rack for casing and other tubular (provision for making doubles at rack & hosting the same with Traveling Block to be kept). Rig package facilitating Casing storage at ground shall also be acceptable.
- xvii) The mast & sub-structure shall be complete with grass hopper type cable rack suitable for elevating with rear floor.
- xviii) The derrick floor shall be complete in all respect and provided with

- suitable toe boards and safety railings.
- xix) The mast shall be painted strictly as per Aviation / Indian Air Force Standards on deployment and later on whenever necessary. Every alternate mast section shall be painted with red and white paint. The paint may be enamel paint or equivalent. The paint should be freshly made and should be noticeable. Painting may be repeated if required.
 - xx) All Lighting fittings & junction boxes used in the rig mast shall be FLP (Ex-d) type. The light fittings shall be energy efficient, preferably LED type. Four (04) numbers FLP (Ex-d) type night aviation warning lights are to be fitted at the top of the mast. These lights shall be operational at all times from the moment the mast is raised and till the mast is finally lowered irrespective of well operation. As per IAF requirements, specifications for the above lights are –
Colour of light: Red (Fixed), Light intensity: 10cd.
 Additionally, one daylight flasher type aviation warning light is to be fitted at the top of the mast in addition to red aviation warning lights. This light is to be used during day time when the drilling location is situated within flying zone near IAF airfields. As per IAF requirements, specifications for the above light are –
Colour of light: White (Flashing), Light intensity: 20000cd, Flashes per minute: 20-60 flashes per minute.
 - xxi) The voltage inside the mine shall not exceed 250V (between phases) if neutral is connected to earth. [Ref: CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.102(ii)(b)].
 - xxii) The mast shall be provided with telescopic lightening arrestor. The lightening arrestor shall be grounded with continuous cable at two separate & distinct points.

B) **DRAW-WORKS**

- i) Input horsepower rating 1400 HP (minimum), with minimum nominal drilling depth rating of 3500 M with 5-inch OD drill pipes of 19.5ppf.
- ii) Twin drum draw-works having main drum lebus grooved for 1.3/8" or 1.1/2" casing (drilling) lines. In case of single drum draw-works, an external winch shall be available with minimum 5000 m wire length.
- iii) Draw-works to be operated by 2/3 nos. of GE - 752 or equivalent electric motors of suitable capacity either AC or DC. The motors shall be complete with suitable blowers and ducting.
- iv) Main drum brake should have maximum wrap - around feature, complete with circulating type brake cooling system, energizing type brake band with maximum lining contact. The brake band should be uniform by flexible all round with integral water jacket brake drum and with built in water passage from driller's end to rotary end or should have compatible disc brake system. In case of AC-VFD rig primary/dynamic braking to be performed with AC motors by generating power in to braking resistors. The motor and frequency drive should be capable of holding full load at zero speed indefinitely.
- v) Suitable electromagnetic auxiliary brake system /disc brake / caliper brake, complete with piping alarm cables & controls, shifters etc. with dedicated cooling system.

- vi) Suitable pneumatically/hydraulically operated/actuated make up and break-out catheads either attached to the Draw-works or independent. The cathead should match 1400 HP (minimum) draw-works.
- vii) Draw-works to have 4 forward speeds, 2 rotary speeds (in D/W mode) and suitable reversing arrangement. In case of AC-VFD rig the Draw-works shall be Dual Speed Gear Driven, suitable for minimum 1400 HP.
- viii) Suitable twin stop safety equipment, Bear cat model 400 or equivalent to be provided with the draw-works to protect Crown and Floor.
- ix) Draw-works to have pneumatically actuated full circular balloon type or multiple plate friction clutches as available in 1400 HP (minimum) draw-works or as per design of draw-works.
- x) Neutral brake or Inertia brake should be available to stop rotation of the draw-works or any other arrangement as per design of the Draw-works.
- xi) Properly designed Driller's console incorporating all functions to carry out drilling operations safely and for controls of the rig. Pressurized type driller's console and foot throttle should be used in the rig. Air purging system should be provided for the above.
- xii) Rotary counter shaft assembly with matching clutch and inertia brake or Independent Rotary Drive (IRD) with suitable braking arrangements as per design of the Draw-works.
- xiii) Draw-work Catheads (if fitted with) shall be complete with the followings;
 - ~ Cathead rope rollers, catline grip and guide sheave.
 - ~ Tong line guards
 - ~ Two wireline turn back rollers or as per rig design.
 - ~ Suitable in-built lubricating system & provision for manual lubricating point (wherever applicable)
 - ~ Spinning chain device with adequate no. of chains.

However, Draw-works may also be without cathead. In this case, separate facility for making up & breaking-up of tubular like hydraulic cathead/pipe spinners/iron rough neck or similar facility shall be available in the rig.

- xiv) All auxiliary motors viz. Blower, Lube oil etc. and other electrical equipment used with Draw-works shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN:60079 standard. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]
- xv) All electrical equipment used inside Driller's cabin (if applicable) shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standard. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx

accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]

- xvi) Deleted
- xvii) Driller's electrical console panel should be suitably located so that the driller can operate the rig with ease and clear view.
- xviii) The draw-works should be compatible with the mast & sub-structure as indicated above.
- xix) All accessories for draw works should conform to API specification, wherever applicable.
- xx) Entire rig package must be compliance with all safety & regulations and OISD standards.

C) **ROTARY TABLE AND ACCESSORIES:** Rotary table as per API Spec. 7K with minimum 27.1/2" opening and dead load capacity of minimum 500 Tons complete with the following accessories;

1. Kelly bushing complete with roller assembly for 5.1/4" hexagonal & 2.1/2" or 3" square/hexagonal Kelly [minimum 01 (one) No. each].
2. Master bushing (1 no. each of solid and split type or 2 sets of either solid or split type) to suit the Rotary table.
3. Suitable API insert bowls No. 1, 2 & 3 whichever is applicable for under noted casing sizes.
4. Complete bushing arrangement for handling 13.3/8" casing, 9.5/8" casing, 7" liner casing, 5.1/2" casing, 5" Casing/OD drill pipe, 2.7/8" OD tubing & drill pipes and all other tubulars (Drill collars etc.) in the offered rotary table.
5. Bit breakers & adapter plates to suit above master bushing / Rotary table.
6. All sizes of lifter and handling tools for bushing & inserts.

NB: If any bidder offers Top Drive System (TDS) of suitable capacity with the rig package, the maintenance of TDS along with spares shall be the sole responsibility of the bidder at their own cost. Any shut down in operations due to TDS will attract Nil Day Rate (NDR) as per clause 9.0 in section IV.

D) **ROTARY SWIVEL** (as per API Spec. 8C): The rotary swivel should have the minimum under noted specification but not limited to the following.

1. Working pressure (minimum) - 5000 psi
2. API Dead-load rating (minimum) - 450 Tons
3. Gooseneck API line pipe thread for Rotary hose- 4" (102 mm) Female
4. Stem coupling - 6.5/8" (Reg.) L.H.

5. Swivel should be equipped with 6.5/8" (Reg) L.H. API double pin sub suitable for connecting it on to Kelly spinner/Kelly.
6. Bail bumper link support.
7. Additionally, suitable crossover sub shall be provided to connect the swivel to 2.1/2" or 3" square Kelly. Necessary fittings for connecting rotary hoses with safety clamps installed.

E) **TRAVELING BLOCK & HOOK** (as per API Spec. 8C): The specification should include but not limited to the following:

1. Min. API working load rating = 350 Tons.
2. Number of sheaves = 6 Nos. with 1.3/8" or 1.1/2" grooving or as suitable to rig system.
3. Traveling block and hook should be independent
4. Hook should be compatible with the swivel & other hoisting equipment.
5. Hook should have built in hydraulic snubber, convenient rotation lock, safety positioner etc.

F) **SLUSH PUMPS**

1. Two nos. of triplex single acting, slush pumps with input HP rating of minimum 1100 HP each. Pumps should be suitable for continuous heavy-duty application & shall meet discharge (GPM) & pressure requirements for proposed drilling operations. The motors for slush pump shall be complete with suitable blowers and ducting.
2. Minimum requirement of working pressure 5000 psi. Capacity
3. Pumps should be equipped with easily replaceable piston and liner assemblies to meet varied requirement of drilling operation. Adequate amount of various sizes of new and unused liners, pistons & other expendables to meet operational requirement must be available during entire contractual period. The Bidder has to specify the same in the bid with pump discharge details etc.
4. Apart from standard accessories, each pump shall be equipped with 5000 PSI WP pulsation dampeners, charging hose assy., reset relief valve, bleed valves, inline suction stabilizer, jib crane with trolley, pull lift chain hoist, strainer cross etc.
5. All auxiliary motors viz. Blower, Lube oil etc. and other electrical equipment used with slush Pump shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standards. Details of certification/ test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110.
6. Light fittings (if any) fitted near the slush pump shall be FLP (Ex-d) type.
7. Motor driven centrifugal Supercharging pumps compatible to Mud Pumps and capacity to handle Mud up to 20 ppg. with appropriate independent suction and delivery manifold mounted on an oil field skid.

Super charger motors and other auxiliaries viz. junction boxes, PBS etc. shall be FLP (Ex-d) type. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]

8. All the mud pumps shall be connected & hooked up with PCR in all respect for continuous operations in parallel or independent modes whenever required. Remote PBS placed in hazardous area should have intrinsically safe circuits with a maximum of 30 Volts. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102(iv).]
9. Nature of pumping job should include, but not limited to, pumping of drilling fluids, completion fluids, acid, cement slurries, water - both treated and plain.
10. One remote electrical control panel to operate the rig slush pumps should be installed at a suitable place near slush pumps for operation and control of the pumps by the Cementing Engineer.
11. The Bidder has to submit Performance data sheet of the offered pumps along with detailed technical specification of slush pumps.
12. Drive media (chain or belt) must be specified by the bidder.
13. Each slush pump should be completed with one Pressure gauge (preferably of OTECO Make), 0 - 6000 PSI range with 2" (50 mm) line pipe female connection and a 2" (50 mm) flex seal valve (preferably of OTECO Make) for isolation of the gauge.

G) **SUCTION AND DELIVERY SYSTEM**

1. Suction hose should interconnect between No. 1 & No. 2 pump & suction lines shall have butterfly valves in between.
2. Suitable length 3.1/2" ID x 5000 psi WP vibrator hose.
3. Cameron or equivalent 5000 psi WP dual stand pipe manifold complete with gate valves, pressure gauge of 5000 psi rating and other standard fittings with provision for isolating each slush pump.
4. 5" OD x 5000 psi WP dual stand pipe of suitable length with 'H' manifold (5000 psi rating) to match the operating conditions with range 2 drill pipes complete with gooseneck, hammer union or unbolt couplings for making up rotary hose with safety clamp attached.
5. 3.1/2" ID x 55/60 ft long x 5000 psi WP, rotary drilling hoses with suitable connection to make up on to the standpipe and rotary swivel. The length of Rotary hose should suit the rig for drilling operations.
6. Rig pump delivery manifold (5000 psi rating) shall be connected to the vibrator hoses through rigidly supported strainer cross.
7. There shall be 5000 Psi working pressure gate valve on each mud delivery manifold.

8. Pressure bleed off line with Gate valve from each slush pump should be provided to the active mud system. The High-pressure bleed line to be anchored properly to avoid vibration and prevent accident.
9. Pump delivery manifold shall have arrangements for hole fill-up line (5000 psi rating) with Gate valve fitting at both end and kill line connections of suitable sizes (min. 2 inch) with Gate valves. Also, arrangements should be there for individual or parallel running of both the pumps whenever required.
10. The 5000 Psi pulsation dampeners on each Rig pump shall be complete with charging, hose assembly and the required extra gas for charging.
11. Required length of intermediate 5000 psi WP delivery pipes complete with bends, T's and valves to connect both the rig pumps independently to the stand pipes to be provided.
12. Necessary anchoring arrangement of all high-pressure delivery lines to be provided conforming to safety standards.
13. Sufficient no. of additional intermediate 5000 psi WP pipes as mentioned in para 11 to facilitate extension of the delivery pipe up to 62 meters (i.e. 3+1 Nos. cluster wells); to meet the 15m spacing between the wells in cluster wells.
14. Supercharger - Two electric motor driven compatible centrifugal pumps (Preferably, MISSION PUMP model 8X6X14 or equivalent) set mounted on skid with necessary piping suitable for the super charging by each super charging pump to each of mud pumps.
15. Super charger pump motor and other auxiliaries viz. junction boxes etc. shall be FLP (Ex-d) type. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]
16. The Reset Relief Valve of each slush pump should be mounted nearest to its delivery manifold & its bleed end should be connected to the active mud system through a H.P. line (5000 psi rating) of suitable size. The H.P. safety relief line to be anchored properly to avoid vibration and prevent accident.
17. All delivery lines and fittings shall be NDT inspected as per API standard &/or OISD standards every 6 months of drilling. The Contractor shall also provide documentary evidence of API standard &/or OISD standards inspection carried out on tubular, rotary substitutes & all hoisting equipment at the time of mobilization.
18. Contractor shall provide valid calibration/hydraulic testing certificates for all pressure gauge(s) & RRV.

H) **POWER PACK:** Diesel electric AC/SCR or AC/VFD system complete with the following:

1. Engines - 4(Four) (Minimum) Nos. Turbocharged, after cooled, air start, diesel driven Oilfield engines each of minimum 1000 HP rating with combined minimum 4000 HP rating (Preferably Cat 3512 B - DITA) complying latest emission norms with CPCB approved Acoustic

Enclosure & the exhaust stack height should meet the latest CPCB guidelines for DG sets of above 800KW (Environment Protection Act 1986), coupled with the alternator and shall be unitized and enclosed in a weather-proof, acoustical, skid mounted enclosure. Each power pack should be complete with matching AC generator for 50/60 cycles operation. The engine capacity and the total rating shall be based on total power requirement of the rig & associated equipment for continuous operation of Draw works, Two Mud Pumps, IRD and all other rig equipment as specified in this bid document. The fuel for the engines should be freely and easily available in India.

2. The above power pack shall conform to the following:
 - i. Power pack to be placed at safe distance, i.e. at a distance of 30 meters (minimum) from the well center. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]
 - ii. All components shall be suitable for following ambient conditions:
 1. Temperature: Max. 45 deg. C & Min. 05 deg. C
 2. Humidity: Max. 95% & Min. 60%
 3. Altitude: 100 to 1200 M AMSL
 - iii. Suitable de-rating factor shall be considered while choosing electrical / electronic components for high ambient temperature condition.
 - iv. Engine cooling system shall be designed to withstand above temperature condition and the radiators shall be suitable for max. 45 deg. C ambient temperature.
 - v. Adequate air cleaning system and filters shall be provided on all engines to protect these from dust.
 - vi. Fixing arrangements of outdoor luminaries shall be such that this can be installed and dismantled quickly and easily for transportation during the inter-location moves.
 - vii. A flame proof intercom complete system shall be provided between dog house, SCR room/ AC-VFD system control rooms, mud pump, mud attendant's cabin, Geologist's cabin, Company representative's office and OIL's service providers' operational room.
 - viii. Power pack and electrical controls of the rig shall be complete in all respect to carry out drilling operations to the objective depth. The system shall meet the detailed technical specifications of rig electric system furnished in this document.
 - ix. Necessary provision for supplying power including electrical, to other utility units shall be provided by the contractor whenever required.
 - x. A valid certification of Type Approval and a certificate for Conformity of Production with noise limits as per latest CPCB standard (applicable to Diesel generator/Powerpacks with a rated capacity of up to 1000 KVA)
 - xi. Powerpacks not falling in the above category (above 1000KVA DG sets): Test report/certificates to be provided conforming to latest CPCB standard.
3. Power Pack Rig shall have minimum 4 (four) nos. of Engine (preferably CAT 3512 B series) complying latest emission norms, coupled with

suitable alternator and shall be unitized and enclosed in a weather-proof, acoustical, skid mounted enclosure. Power packs shall be Compatible for varying loading pattern, quick responsive to instantaneous load and torque changes easily serviceable both at site and at workshop. Compatible with suitable control signals coming from Power Control Rooms (these may be actuator control / speed sensor signals). The alternators (with the engines) shall be suitable for parallel operation.

- I) **CELLAR PUMPS**: Gorman Rupp make diaphragm pump or similar pump driven by explosion proof electric motor complete with all suction and delivery lines, for cellar cleaning purpose. Alternately, pneumatic diaphragm pump capable of handling slurry and to take suction from cellar bottom (6.5 ft to 7ft) and capable to build up 30ft head is also acceptable. Pump should be suitable for class I, division 2 hazardous areas (as per OSHA) or Zone-I (as per DGMS guideline) and gas group I, IIA & IIB and with Flexible coupling. As per serial no. 'f' under Misc. tools & equipment (Clause No. 7.2 (2) N).

1. Cellar pump motor and other auxiliaries viz. junction boxes etc. shall be FLP (Ex-d) type. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]
2. Remote PBS placed in hazardous area should have intrinsically safe circuits with a maximum of 30 Volts. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102(iv).]

- J) **Deleted**

- K) **CAGED LADDER, RIDING BELT, FALL ARRESTOR, and EMERGENCY ESCAPE DEVICE ETC.**: The riding ladder to crown block shall be caged and equipped with fall arrestor. A suitable riding belt shall be provided to meet any emergency or to carry out repairs above derrick floor. Suitable & effective emergency escape device from racking board to ground shall be provided conforming to safety standards.

- L) **EMERGENCY HOOTER**: The rig should be equipped with one emergency hooter.

- M) **EMERGENCY SHUT OFF SYSTEM**: An emergency shut off device shall be located in driller's panel and at suitable strategic location. Separate emergency shutdown system shall be provided for generator shut down and drive system shut down.

- N) **EMERGENCY ALARM**: An electrically operated emergency alarm with provision for operating the same from driller's console should be provided.

7.2 **GROUP – II**

1. **BOP STACK AND WELL CONTROL EQUIPMENT** (As per applicable API specifications): All items including but not limited to those mentioned below shall be supplied by the contractor.

- A) **BOP STACKS / SPOOLS**

i) 21.1/4" / 20.3/4", 2M or 3M Annular BOP

- (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only), 1 no. with bottom flange/adopter flange to fit with 20.3/4" 3M working pressure, drilling spool.
- ii) 21.1/4" / 20.3/4", 2M or 3M Drilling Diverter spool with 2 (two) nos. of 9" x 2000 psi side outlets and 30" overall length to be used with 21.1/4" x 2 M / 20.3/4" x 3 M BOP.
 - iii) 13.5/8"x10000 psi Annular/Spherical BOP (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only), 1 No. with top & bottom flange of 13.5/8" x 10 M Working Pressure.
 - iv) One double ram BOP, 13.5/8" x 10000 psi (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.
 - v) One double ram BOP 7.1/16" x 10000 psi (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only) having top and bottom connection of 7.1/16" x 10 M flange, with side outlets (4 Nos.) complete with ring joint gaskets, studs & nuts and with 2.7/8" pipe and blind rams, one pair each.
 - vi) Minimum one set each of 13.3/8", 9.5/8", 7", 5.1/2", 2.7/8" pipe rams, two sets of 5" pipe rams and 1 set of blind rams should be supplied with this item. However, 02 (two) sets of variable Rams to cover the above-mentioned sizes will also be acceptable.
 - vii) All BOP should have crossover (Adopter flange to match 5000/10000 psi well head i.e. 13.5/8" x 5000 psi, 11" x 5000 & 10000 psi.
 - viii) The Contractor shall provide the following:
 - a) New and unused Ring joint gaskets for all flanges with sufficient quantity as spares.
 - b) Adequate no. of studs & nuts for all flanges and wrenches to suit all nuts.
 - c) Operational spares for contractor's BOPs both Annular and Ram, including Ram sub-assemblies of sizes to suit various tubular sizes including blind ram.
 - d) Annular BOP sealing element.
 - e) Immediate maintenance / overhauling / repair services for above BOPs
 - ix) Adapter / crossover spool 13.5/8" x 5,000 psi to 13.5/8" x 10,000

psi 1 No. having 2 nos. of flanged side outlet of 3.1/16" x 10M.

- x) Drilling spool
 - a) 20.3/4" x 3000 psi: 1 No.: (30" - 36" height)
 - b) 13.5/8" x 10,000 psi: 1 No. (18" - 20" height)
- Note: With facility for hooking up choke / kill lines having flanged side outlet of 3.1/16" in the same plane but in opposite directions.
- xi) Cross over flange/adaptor spool 11" x 5000 PSI TO 13.5/8" X 10000 psi with necessary ring joint gaskets.
 - xii) Double studded adaptor flange / adaptor spool 11" x 10000 psi bottom, 7.1/16" x 10000 psi top with ring joint gaskets.
 - xiii) Cross-over/adaptor spool with bottom flange of 20.3/4" x 3000 psi and top flange of 21.1/4" x 5000 PSI with 2 side outlets of size 3.1/16" flange with 2" female line pipe thread in the same horizontal plane but in opposite directions. The spool shall be complete with ring joint gaskets, studs & nuts, blind flange/bull plug.
 - xiv) Double studded cross over flange with bottom configuration of 11" x 10,000 PSI and top configuration of 13.5/8" x 10,000 PSI complete with ring joint gaskets, stud & nuts.
 - xv)
 - a) Companion flanges of appropriate sizes and numbers and suitable for all kill, choke, check valves and lines etc.
 - b) Companion /suitable flanges for 3.1/16" to 2.1/16", 2.1/16" to 1.13/16" and 3.1/16" / 3.1/8" to 2"-line pipe female thread.
 - xvi) All BOPs shall be complete with sufficient numbers of studs with nuts & ring joint gaskets.
 - xvii) Suitable risers with provision for hole-filling line.
 - xviii) Poor boy swivel and d/pipe shut-in valve 10000 PSI WP with compatible R/hose & D/pipe connections.
 - xix) The contractor shall bring adequate quantity of studs, and ring joint gaskets and wrenches for hooking up all the above sizes of stacks and also for replacement of damaged ones.
 - xx) The ultimate responsibility of making the well head completely lies with the contractor. Contractor shall identify and bring all other items, which are not mentioned above but required to carry out drilling operation.
 - xxi) Bidder should provide a schematic diagram with the dimensions of BOP stacks for different sizes and stages of completion.
 - xxii) All above BOPs should be hydraulically operated with hydraulic/manual locking arrangement.

Note: BOPs should be either new or refurbished / re-certified as per OISD standards. The certificate should be valid throughout the contract period.

B) CHOKE & KILL MANIFOLD (As per API Spec. 16 C)

- i) One set of 3.1/16" x 10,000 psi choke manifold rigidly supported, with two each of manually and hydraulically operated chokes. As per API Spec. 16C, First Edition 1993, Drawing No. 10.7.3 (Sec. 10.7) including control console mounted at derrick floor showing all necessary parameters.
- ii) The drilling spool should have side valves consisting of two each of manually operated and hydraulically operated gate valves, on two sides, size - 3.1/16" x 10,000 psi along with two numbers of check valves.
- iii) BOP/Casing head housing side valves: (One each) gate valve and check valve on kill lines side size 3.1/16" x 10,000 psi.
- iv) Kill lines and choke lines, articulated or flexible (Co-flexi preferred) of sufficient lengths to match drilling spool side outlet connections and kill/choke manifold connections. (Note: - kill pump will be placed at least 150 ft away from well bore).
- v) 10000 Psi WP rigidly supported kill manifold with provision for connection onto slush pumps and high-pressure killing pump by means of 2" ID x 10000 Psi chocks hoses.
- vi) Adequate number of 2" ID x 10000 Psi chocks hoses for hooking up well killing pump, test lines, emergency kill line etc.
- vii) Choke & kill manifolds shall be complete with all necessary studs & nuts, ring joint gaskets & fittings etc.

C) BOP CONTROL UNIT (As per API Spec. 16 D)

- i) One No. Koomey or internationally fields proven reputed make skid mounted accumulator & Control Unit for BOP. 3000 Psi WP to suit BOP and choke manifold configuration with one remote control, adequate reservoir capacity to meet all the requirements & complete with skid mounted pipe racks to keep the control unit at about 100 ft away from the well. The unit shall consist of adequate number of accumulators of 11/15 gallon capacity each, & complete with necessary pressure actuator switches to make unit both automatic & manual. Bidder shall forward the work sheet indicating the reservoir capacity & accumulator capacity along with the bid.
- ii) Arrangements for charging the accumulators with nitrogen, as and when required.
- iii) BOP control unit shall be complete with electrical and air operated pressurizing system, capable of pressurizing up to 3000 psi within statutory recommended time period.

- iv) Adequate number of hydraulic accumulators, adequate capacity reserve tanks and all necessary fittings for safe operation of the BOP stack as specified earlier. OIL reserves the right to increase/decrease the reservoir/accumulator sizes.
- v) BOP remote control unit with graphic visual display, one on the derrick floor and another on the opposite side 150' away from the well bore.
- vi) All electrical items should be suitable for hazardous area, zone-1 Gas Group I & II.
- vii) Sufficient number of high-pressure control lines shall be made available in pipe rack for connection between BOP & control Unit placed 100 feet away. Also, adequate length of air hose bundles for connection of both remote-control panels.
- viii) BOP motor and other electrical equipment viz. starter, junction box, PBS etc. used with BOP system shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].

D) WELL CONTROL ACCESSORIES

- i) 02 (two) Nos. of Kelly cocks – 01 (one) No lower Kelly cock and 01 (one) No upper Kelly cock with suitable connections and pressure ratings.
- ii) Hydril or equivalent drop-in type back pressure valve complete with landing sub, check valve & retrieving tool etc. 1 No. each for landing subs with 6.5/8" API reg. Connections & 4.1/2" API IF connection.
- iii) One set of BOP pressure testing unit with suitable high-pressure test pump and recording facility.
- iv) One no. of 5" inside BOP for making up with drill pipe, having pressure ratings to suit BOP stack rating and with matching thread connections.
- v) Cup testers for testing 13.3/8", 9.5/8" & 5.1/2" OD casing with facility of inter-changeability of cup to suit different weight of aforesaid casings, and suitable plug tester for various casing head housings as indicated in section BOP stack & well control equipment sub-section 'BOP stacks & spools' shall be provided by the contractor.

Note: All wellhead equipment/accessories viz. BOPs, spools, choke and kill manifolds, BOP Control Units etc. should be pressure tested to its rated capacity and should be certified as per API recommended practice.

E) HIGH PRESSURE WELL KILLING PUMP:

One Diesel Engine Driven (equipped with speed reduction Gear Box / Transmission Box) National JWS 340 (10,000 PSI) or OPI 500AWS

(15,000PSI) or equivalent High-pressure Low discharge plunger pump having plunger size of 2.3/4" or 3.1/2" of minimum 10,000 PSI working pressure and Stroke length of 5" to 6". The pump is to be equipped and supplied with suitable Diesel Engine Driven supercharger mounted on the skid itself, all the safety features and control mechanism, minimum 300 feet (90 mtrs.) of 2" delivery line (flexible pipe at both ends) of 15,000 PSI rating to connect with well head / Stand-pipe manifold, suitable suction line(s), necessary connections / fittings along with a 60 bbl. (approx.) capacity Suction Tank to be connected with the pump. There should be arrangement of supply of drilling fluid / water etc. to the tank as and when required.

2. **TUBULAR**

A) **DRILL PIPE / PUP JOINT** (AS PER API SPECIFICATION 5D)

OIL prefers new/unused Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization for new/unused drill pipes & drill pipe pup joints. However, Premium grade drill pipes & drill pipe pup joints with successful NDT inspection report not older than one year on the date of mobilization, as per API standard by Govt. authorized registered agency with documentary evidence may be offered. OIL reserves the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non-acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re-inspect the whole drill pipes and drill pipe pup joints in presence of OIL's representative at their own cost.

- i) Minimum 2800 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.
- ii) Minimum 1200 m of 3.1/2" OD, 13.3 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 3.1/2" IF (NC 38) with hard banding on box ends
- iii) 3 Nos. each of 5-inch OD, Grade 'G' or higher, pup joints of 5ft. 10ft and 15 ft length with identical specification as in (i) above but without hard banding.

B) **DRILL COLLARS & HEAVY WEIGHT DRILL PIPE**

Should be premium class (supported by API (NDT) inspection report)

- i) One No. 9.1/2" OD, 3" ID, slick/spiral drill collar of 15 ft. length, with API 7.5/8" regular connections, having bore back box up & down connection with slip recess & complete with suitable lifting plugs.
- ii) 3 nos. 9.1/2" OD, 3" ID, slick/spiral drill collar approx. 30-31ft length, with API 7.5/8" regular connections, having bore back box up & down connection with slip recess & complete with suitable lifting plugs.

- iii) 09 Nos. 8" OD, 3" ID, 6.5/8" API regular, 30 ft long, spiral drill collars having bore-back box and stress relief pin, with slip recess and complete with suitable lifting plugs.
- iv) 15 Nos. 6.1/2" OD, 2.13/16" ID, 4" IF, 30 ft. long, spiral drill collars having bore-back box and stress relief pin, with slip recess and complete with suitable lifting plugs.
- v) 18 Nos. 4.3/4" OD, 2.1/4" ID, NC35, 30 ft. long, spiral drill collars, with slip recess and complete with suitable lifting plugs.
- vi) 18 Nos. 5" OD, 50 PPF, 3" ID 30 ft long, 6.1/2" OD tool joints 'heavy-weight' with Hard Banded drill pipes with 4.1/2" IF box-up & pin down connection with stress relief.
- vii) 18 No. 3.1/2" OD, 25 PPF, 2.3/16" ID 30 ft long, 4.3/4" OD tool joints 'heavy-weight with Hard Banding' drill pipes with 3.1/2" IF box-up & pin down connection with stress relief.
- viii) Adequate No. of lift subs/ plugs for each size of drill collar for operational convenience.
- ix) Minor variation in dimension for drill collars and heavy weight drill pipes shall be acceptable.
- x) Drill collars with elevator recesses with sufficient fishing neck in addition to slip recesses shall be acceptable
- xi) Adequate numbers of suitable cross over subs, wherever required for the drill string shall have to be provided

C. **ONE LOT OF NECESSARY SUBSTITUTES, STABILIZERS, REQUIRED FOR DRILL STRING AS WELL AS FOR COMBINATION STRING:**

All items including but not limited to those mentioned below shall be supplied by the contractor and shall be supported by API (NDT) inspection report.

C.1 **BIT SUB**

- i) 1 No. 9.1/2" OD x 7.5/8" API regular double box bit subs with recess for back pressure valve insert.
- ii) 2 Nos. 6.1/2" OD x 4.1/2" API regular box down x 6.1/2" OD x 4" IF (NC 46) box up bit subs.
- iii) 2 Nos. 9.1/2" OD x 7.5/8" API regular box down x 8" OD x 6.5/8" API regular box up bit sub with provision for back pressure valve insert.
- iv) 2 Nos. 8" OD x 6.5/8" API regular double box bit sub with provision for back pressure valve insert.
- v) 2 Nos. 4.3/4" OD (3.1/2" Regular Box – NC-35 Regular Box) bit sub.

C.2 **CROSS OVER SUB**

- i) 2 Nos. of 6.1/2" OD x 4" IF box up, 9.1/2" OD x 7.5/8" API regular pin down cross over subs.
- ii) 2 Nos. 4" IF box up x 6.5/8" API Regular pin down crossover bottle neck subs.
- iii) 3 Nos. of 6.1/2" OD cross over sub with 4.1/2" API IF Box up x 4" API IF Pin down connection.
- iv) 1 No. 6.1/2" OD cross over subs with 4.1/2" API regular pin down and 4.1/2" IF box up connections.
- v) 2 No. 8" OD x 6.5/8" API regular box up and 9.1/2" OD x 7.5/8" API regular pin down cross over sub.
- vi) 2 Nos. of 4.1/2" IF Box up x 6.5/8" API Reg. Pin down bottle neck sub.
- vii) 2 Nos. of NC35 regular Pin down x 3.1/2" IF box up bottle neck sub.
- viii) Double pin sub of undernoted connection with appropriate OD x ID:
 - a) 4" IF x 4.1/2" API Reg.: 1 No.
 - b) 6.5/8" R - 6.5/8" R: 1 No.
 - c) 6.5/8" R - 7.5/8" R: 1 No.

C.3 **STABILIZERS**

- i) 1 No. of 17.1/2" replaceable sleeve type in-string stabilizer with mandrel size 9.1/2" OD & 7.5/8" API regular connections and with adequate nos. of replaceable sleeves.
- ii) (DELETED)
- iii)
 - a) 1 No. 8.1/2" near bit (double box) replaceable sleeve type stabilizers having 4" IF box up x 4.1/2" Reg box down connection respectively, and with adequate numbers of replaceable sleeves.
 - b) 2 Nos. of 8.1/2" in-string (pin box) replaceable sleeve type stabilizers with 4" IF box up x pin down connection with adequate nos. of replaceable sleeves.
- iv) 1 No. replaceable sleeve type near bit (double box) stabilizers with mandrel 8" OD, 6.5/8" API Reg. Connection. This stabilizer shall be used in conjunction with 12.1/4" sleeve. Adequate number of replaceable sleeves shall be available as back-up.
- v) 2 Nos. replaceable sleeve type in string (pin box) stabilizers with mandrel 8" OD, 6.5/8" API Reg. Connection. These stabilizers shall be used in conjunction with 12.1/4" sleeves. Adequate number of replaceable sleeves shall be available as back-up.
- vi) 6" sleeve type stabilizers having 3.1/2" regular box up -NC-35 regular box down connection respectively, and with adequate numbers of replaceable sleeves. (1 no of near bit & 2 nos. of string stabilizers)

C.4 **OTHER SUBS**

- i) Adequate Nos. of Kelly saver and protector subs for both 5.1/4-inch Hex. & 2.1/2 inch or 3-inch square/hexagonal Kelly with adequate numbers of rubber protectors for entire duration of the contract.
- ii) All rotary substitutes and other substitutes necessary in pressure line etc. required to carry out drilling and all other rig operations shall be supplied by the contractor in sufficient quantity and it will be contractor's responsibility to find out the requirement. The contractor shall also provide the necessary substitutes required to use 2.7/8" EUE tubings and 2.7/8" Vam tubing connection.

D. **TWO NO. (1 BACK UP) 5.1/4" HEX AND 1 NO 2.1/2" OR 3" SQUARE / HEXAGONAL KELLY WITH THE FOLLOWING:** (This is minimum inventory to be made available at all the times)

- i) Mud Check Kelly valve, 10,000 psi WP: 1 No. for 5.1/4" Kelly.
 - ii) Upper Kelly Cock, Pressure rating 10000 psi WP (Total 2 Nos. i.e. 1+1).
 - iii) Lower Kelly Cock, Pressure rating 10000 psi WP-(Total 2 Nos. i.e. 1+1)
 - iv) Kelly scabbard with suitable clamps.
 - v) Kelly grief sub with rubber protector installed.
 - vi) Kelly saver sub & I-BOP saver sub
 - vii) Kelly spinner as per requirement
- E. All tubular, rotary substitutes shall be NDT inspected as per API standard after completion of every 6 months of drilling. Contractor shall also provide documentary evidence of API standard inspection carried out on tubular and rotary substitute at the time of mobilization.

F. **HANDLING TOOL**

All items, including but not limited to those mentioned below shall be supplied by the contractor. Please note that the ultimate responsibility lies with the contractor for supply of all handling tools as per their inventory of items.

a) **ELEVATORS**

- i) 1 Set consisting of total two nos. 350/500 tons capacity spiders dressed as one elevator and one slip complete with all accessories and slip assemblies to handle 5", 5.1/2", 7", 9.5/8", 13.3/8" casing
- ii) 2 Nos. 150 Ton side door elevators for 13.3/8", 9.5/8", 7", 5.1/2" & 5" Casings each.
- iii) 2 Nos. each center latch elevator, capacity 100 ton, for 9.1/2", 8", 6.1/2" & 4.3/4" etc. drill collars (for use in conjunction with lift plug only).

- iv) Lift plugs in sufficient quantity for all sizes & nos. of drill collars.
 - v) 2 Nos. Center latch elevator, capacity 350 ton, for 5" OD drill pipe. Elevator should match type of shoulder of drill pipe offered by contractor.
 - vi) a. 2 Nos. centre latch elevator, 150-ton capacity for 3.1/2" OD drill pipe (tool joint OD 5")
or
b. 2 Nos. center latch elevator, 150 ton capacity for 3.1/2" OD SLH-90 drill pipe (tool joint OD 3.7/8")
 - vii) 2 Nos. each of center latch elevators, capacity 150 ton, for 2.7/8" OD EUE tubings and 2.7/8" OD Vam tubing. (Total 4 Nos. of elevators)
 - viii) Single joint elevators complete with swivel and sling assembly for the following sizes of Casing/ Tubings;

2 Nos. each for: 13.3/8", 9.5/8", 7", 5.1/2" & 5" casings.
 - ix) Any other handling tool as felt necessary by the contractor. Supply of elevators for all sizes of tubular with replaceable spares shall be the responsibility of the contractor.
- b) **ROTARY SLIPS**
- i) Minimum 01 No. Casing hand slips each for 27.1/2" or 37.1/2" rotary table for handling: 13.3/8", 9.5/8", 7", 5.1/2" & 5" casings.
 - ii) 2 nos. hand slip/power slip for handling 5" /3.1/2" OD drill pipes medium/extra-long type to suit pin/square drive master bushing. Contractor should also provide slips to handle 5.1/2" OD tubular.
 - iii) 2 Nos. medium rotary slip (hand/power) complete with inserts for 2.7/8" Drill pipe/Tubing.
 - iv) 1 set each consisting of total two nos. of slips for all sizes of drill collars.
 - (v) 1 set (2 Nos.) of 2.7/8" tubing spiders.
 - vi) Any other handling tools as felt necessary by the contractor. Supply of slips for all sizes of tubular with replaceable spares shall be the responsibility of the contractor.
- (c) **SAFETY CLAMPS**: Safety clamps to handle all sizes of drill collars.
- (d) **RIG TONGS**: Complete sets of Rotary tongs in pairs with 2 sets of extra jaws and replaceable spares of required capacities & sizes to handle the following tubular:
- i) 2.7/8", 3.1/2" & 5" OD drill pipes/tubulars & drill collars of all sizes up to 9.1/2" OD.

- ii) Tubing tongs (both 2.7/8 OD EUE N-80 and VAM) including coupling tong.
- iii) 13.3/8", 9.5/8", 7", 5.1/2" & 5" casings.

(e) **HYDRAULIC / PNEUMATIC TUBULAR HANDLING TOOLS**

- i) Hydraulic casing power tongs 02 Nos. complete with hydraulic power unit (along with backup power unit) suitable for generating required range of Torques for the below mentioned casings with prime mover (mechanical or electrical), standard accessories and pivot heads along with necessary spares for:

13.3/8", 9.5/8", 7", 5.1/2" & 5" casings

- ii) a) 1 no. Pneumatic/Hydraulic pipe spinner for handling drill pipes in the range 2.7/8" - 5" OD complete with all necessary fittings.
- b) Spinning chain device with suitable length of spinning chain on rig floor to be provided.
- iii) Suitable sizes of pneumatic Kelly spinner: 1 No. (For 5.1/4" Kelly)
- iv) The operator for power casing tong shall be provided by the contractor at their own cost.
- v) Tongs to handle 2.7/8" & 3.1/2" tubings as additional.
- vi) Any other tongs as felt necessary by the contractor. Supply of tongs for all jobs shall be the responsibility of the contractor.
- vii) Electrical motor and other electrical equipment viz. starter, junction box, PBS etc. used with power tong shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].

- (f) **ELEVATOR LINKS:** 1 Set each of suitable size and length weld-less links of capacity 350 Tons - 2.3/4" x 108" (min.) and 500 Tons - 3.1/2" x 132" (min.)

G. **BIT BREAKER/ THREAD PROTECTORS/ NOZZLES GAUGE/ STABILIZER GAUGE**

- i) 1 No. each bit breakers for 17.1/2", 12.1/4", 8.1/2" & 6" for TCR bits (compatible with master bushing).
- ii) 1 set consisting of 2 nos. each size clamp-on or equivalent casing thread protectors for 13.3/8", 9.5/8", 7", 5.1/2" & 5" sizes

- iii) Stabilizer gauges and bit gauges of 17.1/2", 12.1/4", 8.1/2" & 6" sizes.
 - iv) Nozzle gauges for various sizes of nozzles.
- H. **AIR WINCH**: 02 (two) Nos. Air winch mounted on derrick floor (one on drillers side & other on off drillers side) having pulley at crown block suitable for 5/8" soft wire line.
- I. **FISHING TOOLS**: All items mentioned below shall be provided by the contractor. However, fishing tools other than listed shall be supplied by Company as and when required.
 - a) **Overshot**: Series 150 Bowen or Equivalent releasing and circulating overshots for operation in 17.1/2", 12.1/4", 8.1/2" & 6" hole to catch all sizes of Drill collars, heavy weight drill pipes, drill pipes and substitutes as provided by the contractors, with various sizes of spiral grapple, suitable extension sub and oversized lipped guide for operation in 17.1/2" hole.
 - (b) **SAFETY JOINTS**: 1 No. of Bowen or equivalent for operating in 12.1/4" & 8.1/2" hole size.
 - (c) **OTHER FISHING TOOLS**
 - i) **REVERSE CIRCULATING JUNK BASKET**: 1 No. each Bowen or equivalent R.C.J.B complete with accessories for the various hole sizes i.e. 17.1/2", 12.1/4", 8.1/2", 6" etc. for 5.1/2" & 5" completion wells as per requirement.
 - ii) **JUNK SUBS**: 1 No. each Bowen or equivalent Junk subs for operating in the various hole sizes and for 5.1/2" & 5" completion wells as per requirement.
 - iii) **FISHING MAGNET**: 1 No. fishing magnet with standard fishing neck for operating in 12.1/4", 8.1/2" & 6" hole.
 - iv) **IMPRESSION BLOCK**: 1 No. impression block with standard fishing neck for 12.1/4", 8.1/2" & 6" hole.
 - (v) **JUNK MILL**: 1 No. each junk mill with standard fishing neck for hole sizes of 12.1/4", 8.1/2" & 6". All materials required for re-dressing of mills shall be provided by the contractor. Re-dressing of mill, if any, shall be carried out by the contractor.
 - (d) **Super Fishing Jar**: Straight pull, capable of transmitting full torque in either direction, ability to deliver rapid series of blows when desired, easy closing or resetting, having OD: 6.1/4" and ID: 2.1/4", 4.1/2 API IF RH top sub box connection & bottom pin connection, complete with circulation hole & cone type piston assembly: 1 no.
 - (e) **Hydraulic Jar/ Hydro- Mechanical**: (Fishing Jar Double Acting) - One no. each Type "Z" Bowen or equivalent of other make as mentioned above of 8" / 7 3/4", 6 1/2" / 6 1/4", 4 3/4" & 4 1/4" OD Oil Jar.

- J. **CASING SCRAPPER / ROTOVERT:** 01 no. each Casing Scraper (min. 540° contact area) for 9-5/8" (47 PPF) 7" (29 PPF), 5-1/2" (20 PPF) & 5" (15 PPF)
- K. **AXIAL VIBRATION & SHOCK ABSORBING TOOL:** 01 no. each of size 6.75-inch OD & 8-inch OD
- L. **RING LINE**
- i) The contractor shall lay a 4" dia Fire Water Distribution line at a distance of 15 to 30 mtrs from the well head complete with adequate numbers of fire hydrants, monitors, fire hoses etc. located at strategic points as per guidelines laid out in OISD standard 189. The line shall deliver clear water and be ready to supply water on a continuous basis at 50 psi at all times. The water line should be charged from the delivery of the Trailer Fire Pump and also provision shall be made to charge the line from outside of the Trailer Fire Pump. The contractor shall also lay water lines to provide water at all utility points (including office, laboratory etc.). All materials & services required in these connections shall be supplied by the contractor. A schematic layout diagram of the Fire Water Distribution line as per requirement of OISD Standard 189 will be provided.
 - ii) This is a mandatory requirement and shall be frequently tested for firefighting purposes. In case of nonfunctioning of the ring line for firefighting, OIL reserves the right to stop further operations and nil day rates will be applicable till the time the line is made functional.
 - iii) The contractor shall comply with any / all other regulation (s) that comes into effect from time to time in this regard.
 - iv) Two Nos. 50 KL capacity water storage tank for Fire Fighting to be made available.
 - v) Independent source of source water supply along with motor/engine driven pump must be made available for filling up of the firefighting water storage tanks.
- M. **TRANSPORTATION SERVICES:**
- a. **OIL's Responsibility**
 - i. Transportation of company's personnel and materials/ Equipment (those not attached with the rig) will be company's responsibility. Contractor will however be responsible for providing all facilities including use of their crane and personnel for unloading/loading and proper stacking/storing of company's materials at drilling site/camp site.
 - ii. Chemicals required for preparation of mud and completion fluid, and Cement shall be the responsibility of Company (OIL). However, contractor shall be fully responsible for providing efficient solid control system. To & fro collection, transportation, loading / unloading, stacking etc of these chemicals/cement shall be the responsibility of Company (OIL), as and when required.
 - iii. In case of well emergency, it is the responsibility of OIL to supply/

transport Chemicals, Cement etc. to well site

- iv. Well consumables like casing, tubing, well head etc. shall be supplied by OIL. To & fro' collection, transportation will be provided by OIL and loading / unloading, stacking etc. at well site of these consumables shall be carried out by the contractor, as and when required, with the help of Contractor's crane.
- v. Cementing service/Mud Engineering service/Well Logging service/MLU/supply of bit and well consumables/ Surface Production Testing/Coring service shall be arranged by the Company (OIL). However, contractor shall have to provide all necessary support during deployment/execution of these services.

b. **Contractor's Responsibility**

- i) Transportation of contractor's personnel & their material from camp site to drill site and between drilling sites shall be the responsibility of the contractor. All vehicles deployed for this purpose should be in prime condition.
- ii) All requirements of crane(s), during rig up/rig down & inter-location movements are to be provided by the Contractor. Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the Contractor.
- iii) Bits required for drilling of wells shall be supplied by OIL. However, it is the responsibility of Contractor for loading/offloading and to transport (if required) the same from Company's yard/Go-down.
- iv) The contractor must provide at their cost, equipment & services of the following minimum number (Vintage of items not more than 5 years):
 - a. Sufficient numbers of Diesel Hydraulic, Truck mounted Telescoping Boom mobile crane of suitable capacity during rig up /rig down & inter-location movements of Rig package.
 - b. Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.
 - c. Minimum 1 no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 40 Tonne minimum capacity to be made available at all times at well site.
 - d. During Inter-location Movement, any left-out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.
 - e. For inter location movements the contractor shall arrange for shutdown/ ground clearance/ raising of lines (if

required) of Electrical overhead lines belonging to third parties viz. state electricity board (APDCL), tea gardens etc.

- f. The contractor is solely responsible for any damage to existing Electrical infrastructure belonging to third parties viz. state electricity board (APDCL), tea gardens etc. resulting from the movement of the contractor's vehicle during ILM. In case of such damage, contractor is fully responsible for repairing of the damaged Electrical infrastructure.

Rig down/Rig up/transportation/maintenance of Company's materials/items like well killing pump, Production installations (if any) attached to the rig shall be done by the contractor.

N. **MISCELLANEOUS TOOLS & EQUIPMENT**

- a) 1 No. each of circulating head with 2-inch hammer union connection for 13.3/8", 9.5/8", 7", 5.1/2" BTC casings, 2.7/8" IF & 2.3/8" IF drill pipes.
- b) 1 No. poor boy swivel & 1no FOSV for 4.1/2" IF drill pipes.
- c) Circulating Heads
 - i) One No. circulating head for 5" OD x 4.1/2" IF drill pipe fitted with quick opening gate valve and Chicksan hose connection.
 - ii) One No. of circulating head for 2.7/8" EUE and VAM tubing.
 - iii) One no. of tubing shut in valve for 2.7/8" EUE and VAM tubing.
- d) Mud basket for use during round trips with Drill Pipes of sizes 5" and other tubulars.
- e) Adequate number of appropriate size back pressure valves to be installed on bit subs during different stages of drilling (complete with installation tool).
- f) Cellar pump: Cellar pump for efficient cellar cleaning purpose must be available. Alternately, a suitable cellar ejection system is also acceptable.
- g) Additional reels of total 7500 ft. of 1.3/8" or 1.1/2" IWRC drilling line (as per specification of the rig).
- h) Appropriate riser for all stages of drilling.
- i) Complete sets of tools / wrenches.
- j) Suitable size & number of bell nipples (Riser) and flow nipples for making up at the well head.
- k) Suitable capacity (engine or electrically driven pump reciprocating/centrifugal type) for pumping gauging water to cementing hoppers/unit.
- l) **Welding Machine:** Diesel powered electric welding generator capable to

generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment with flash-back arrestors (to be provided as per gas cylinder rule 2004), brazing etc. Engine should be fitted with spark arrestor. All consumables shall be supplied by the contractor. Each gas cylinder shall be equipped with individual cylinder cap/guard.

N. **OTHER PROVISIONS TO BE PROVIDED BY CONTRACTOR**

- a)
 - (i) The contractor shall provide, at his cost a barytes loading platform with shed to facilitate storing and mixing of mud chemicals at well site. The size of the platform should be 700-800 sq. ft. to accommodate around 30 MT of Barites and 10 MT of Bentonite. The loading and unloading of materials in the shed and in the barytes and bentonite mixing hopper shall be done by the contractor.
 - (ii) Contractor shall assist Company (OIL) in making, maintaining and using drilling mud as per drilling policy with water loss, weight, viscosity in accordance with mud program as OIL may decide as per good oilfield practices. Diligence in keeping the hole and all strings of casing and space between drill string and casing filled with drilling mud shall be exercised. Contractor shall assist Company (OIL) to maintain and test drilling mud at least twice each hour for weight and viscosity. The contractor shall record the result of such tests and use of mud and mud chemicals in its daily drilling report. Contractor will also be required to keep hourly record of mud weight, viscosity (in and out), active tank volume etc. making and maintaining the drilling fluid will be contractor's responsibility at his own cost.
- b) For / During well testing (Production Testing)
 - (i) **Schedule – 1**
 - 1. Making & breaking including stacking and running in of production tubing (both 2.7/8" OD EUE N-80 and VAM tubing) 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-Mas tree and installation of the same.
 - 4. Making necessary tubing/ casing connections to the well head set up.
 - 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 make the gas flare line to the flare pit.
 - 7. To measure the flow rate and to analyze the produced fluid

as and when required.

8. To maintain the tubing tally including any down hole production equipment run.
9. To assist in making all necessary surface connections for enlivening of the wells using nitrogen pumping unit. Crane services to be provided by Contractor in case any CTU operation is carried out.
10. Hooking up of the steam lines to production tanks and steam jacket.

(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, Tubings (both EUE N-80 and VAM), Pipes for surface fittings and flare line etc will be provided by the Company (OIL).
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 provide by the contractor.
3. Daily surface Consumables such as thread dopes, wire brush, jutes etc. to be provided by the contractor.

- (iii) OIL reserves the right for inspection and verification of the rig and associated ancillaries during any time after bid closing date. Bidder should confirm acceptance of this clause in their bid.

7.3 **GROUP-III (MUD /AIR/WATER/FUEL SYSTEM)**

A) **MUD SYSTEM**

- a) A mud system having an active capacity of approximately 1200 bbls and gross capacity of 2200 bbls including reserve capacity, with the following tanks / tanks compartments:
- Shale shaker tank
 - Intermediate tank
 - Suction tank
 - one trip tank (80 bbls minimum, with 2 Nos. of 2" x 3" centrifugal pump and 25 HP explosion proof electric motor. Trip tank should have suitable calibration of 0.5 bbl sensitivity)
 - one mixing tank
 - 03 Nos. of reserve tanks to accommodate the above reserve capacity.
 - Pre-flush tank (around 60 bbls), gauging water tank & slug tank (Slug tank should be a part of suction tank capacity around 60 bbls)

- Continuous casing fill up system for all sizes of casings.
- All mud tanks are to be provided with Drill water supply lines.
- **All mud tanks should have suction bends for minimum dead volume.**

NOTE: Provision for suction of mud from any of the reserve tanks with any of the mud pumps and with suitable facilities for transfer of mud from active to reserve tank or vice versa. Also, suction from intermediate tanks to mud pumps to be possible.

b) The mud system should include the following:

- i) High Speed Linear Motion Shale Shaker [LMSS] single or twin unit/Balanced Elliptical motion with minimum 7 G force capable of handling at least 1500 GPM [With 1.08 sp. Gravity water/ polymer-based mud] and sufficient number of screens from API 20 to 250+ mesh size for drilling various hole sections.
- ii) Linear Motion Mud Cleaner, capable of handling at least 1000 GPM [1.08 sp. Gravity water/ polymer based mud], having screen size up to API 325 mesh size with Desander & Desilter installed over it or 3 nos of Linear Motion Shale Shaker with separate Desander, Desilter and 2 nos of Centrifuges in the mud system (Underflow of Desander & Desilter diverted over the shaker screen) having the following capacities:
 - b.1) Desander (Hydro cyclone type) capacity at least 1500 GPM, (With min. 3 cones) complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.
 - b.2) Desilter (Hydro cyclone type), capacity at least 1250 GPM, (With 16-20 cones arranged in 2 rows or circular arrangement) complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.
- iii) 01 (one) No. Degasser, Vacuum type capacity at least 1200 GPM, complete with suitable compressor, motor and proper gas disposal system. In addition, 01 (one) No. of Poor Boy Degasser for handling/disposing gas cut mud beyond hazardous area / zone. Any enhanced facility as per International Standards shall be acceptable.
- iv) 2 (Two) nos. (min) 10 HP (min) mud agitators with suitable gear box & 4(min) bottom gun jet per tank for all mud tanks and mud guns for proper churning of mud with TOR :50 (min)
- v) Mud mixing system, consisting of low-pressure hoppers and electric motor driven centrifugal pumps. The System should be capable of mixing mud up to 19 PPG, approx. the system should contain at least two hoppers & two 75 to 100 HP centrifugal charging pumps.
- vi) The active mud system should have one platform adjoining the tank with approx. dimensions of 30' x 20' for keeping Bentonite

barites & other materials for mixing purposes. Alternatively, contractor should keep adequate provision for keeping Bentonite, barites and other chemicals at site.

- vii) The reserve tank should have independent suction & delivery lines with mixing arrangement through the hopper.
- viii) Electric motor driven centrifugal pumps for above mud cleaning and degassing equipment. Throughout the tank system the following lines shall be installed as required complete with all necessary valves fittings & unions:
 - suction lines
 - mud roll line
 - discharge line
 - water line
 - Mix line
- ix) **Centrifuge:** Brandt's HS-3400 /Derrick / Kemtron/ Swaco or equivalent High G-force capacity and with long clarification area to process approx. 170 gpm with feed density of 9.3 ppg mud [approx.] at more than 2000 G's. The functions of solids sedimentation, separation and draining are all to be combined in the centrifuge. The unit should be complete with charging pump, Main Drive Motor [FLP type], hydraulic drive, and torque control assembly for centrifuge.

[Note: All safety measures are to be adopted in placement as well as operation period.]

- x) In case, LWC is used while combating stuck pipe situations, LWC shall be provided by OIL free of cost to the contractor. The contractor's responsibility shall be to provide storage facility and infrastructure to utilize the LWC at any moment. In addition, diesel fuel may also be used, for releasing stuck pipe, if the situation so demands, and which shall be provided by the contractor in sufficient quantity with a dedicated piping facility from HSD tank and as many times as needed. Cost to be reimbursed by the company at actual.
- xi) Adequate capacity pre-flush tank, gauging water tank slug tank within the suction tank of approx. capacity 60 bbls with all necessary fittings, valves, connection etc. shall be provided by the contractor.
- xii) Moreover, the following shall also be provided by the contractor -
 - (a) a suitable number of stairways from ground to top of tanks, from ground to choke manifold level, from choke manifold level to top of tank.
 - (b) One crossover platform from mud tank to substructure complete with stairs.
 - (c) Tank shall be covered with bar grating.

- (d) Hand rails shall be provided on all the outer boundaries of the tanks.
 - (e) The mud tanks and all other accessories are to be mounted on rugged oilfield skids. Mud tanks should be in good working condition and rugged enough to last the entire duration of contract including an extension if any, without having to undergo repairs irrespective of their movement.
- xiii) Mud agitator motors, desander motor, desilter motor, centrifuge motor, supercharger motor, degasser motor (if any), shale shaker motor, starter, push button station, junction boxes and other electrical equipment used with mud system shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.110]
 - xiv) All light fittings used in the mud tank area shall be FLP (Ex-d) type. Adequate lighting shall be provided in the mud tank area. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.110].
 - xv) Remote PBS placed in hazardous area should have intrinsically safe circuits with a maximum of 30 Volts. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102(iv).]
- (c) **CABIN FOR MUD ATTENDANT:** A cabin of dimension 5' L x 5' W x 8' height mounted on a skid with one sliding door, 3 safety glass windows (on 3- sides), one knowledge box and one tool box and standard mud lab Baroid Model No. 821-40 shall be provided by the contractor. The inside walls of the cabin are to be provided with thermal insulation and laminated boards. The cabin shall be placed near the intermediate tank at the level of the walkway. All electrical fittings used inside mud attendant cabin shall be flameproof type (Ex.'d').
- B) **AIR SYSTEM:** Rig air compressor package complete with utility hut consisting of the following
 - i) Two Nos. electric motor driven reciprocating / centrifugal/ Screw air compressors each having a capacity of min. 90 CFM at 125 psi working pressure, complete with all accessories.
 - ii) One number cold start compressor capacity 30-40 CFM or above at 150 psi rated working pressure, driven by diesel engine.
 - iii) 2 nos. air receiver hydraulically tested within last three years with

documentary evidence. These receivers should be as per rig design and deployment of the equipment and should be of enough capacity to cater the need of air requirement for smooth operations and complete with air dryer, safety relief valve, condensate drain trap etc.

- iv) A valid calibration/hydraulic testing certificate to be provided for all pressure gauge(s), SRV(s)/RRV.
- C) **WATER SYSTEM:** The water system should conform to the minimum requirements as given below for guidance.
 - (a) 03 (three) Nos. water tanks (also to be used as cementing gauging water tank). All tanks should be fitted with suction bends for minimum dead volume.

Total storage capacity: 170 cubic meters(approx.)

Fitted with two centrifugal pumps (as water booster) having capacity minimum 80 m3 per hour and 26 m head (minimum) and complete with suction and discharge lines for operation of either or both pumps. All the tanks should be fitted with 02(Two) no. of agitators and recirculating facility each along with hopper arrangement for mixing chemicals.

One set piping: Std. size & complete with suitable valves for supply of water to mud system from the above 3 tanks.

- (b) **Water Supply:** The contractor shall be responsible for arranging suitable capacity pump (Min. 02 Nos.) for drawing source water from below ground level with all necessary piping, and other set-up.

The Contractor shall be responsible for procuring, transporting and storing/supplying adequate quantity of both drill / potable water to well site / campsite at their cost. The company shall in no way be responsible for any water arrangement whatsoever at well site / campsite.

- (c) **Fuel Tank:**

02 Two Nos. Fuel tanks with adequate storage capacity of fuel along with DGMS approved decanting facility for decanting of Diesel from Diesel tankers to storage tanks must be available. Fuel Pump motors and other auxiliaries viz. junction boxes, PBS etc. shall be FLP (Ex-d) type.

The contractor shall provide a valid PESO License for the HSD tanks as per Petroleum & Explosives Safety Organization (PESO), Petroleum Rules, 2002

NOTE:

- i) In case, the rig remains idle for want of a minimum required quantity of acceptable quality water, then 'nil' day rate shall be applicable for the entire period of shut-down.
- ii) In case of total mud loss into the formation while drilling or in case

of firefighting, if the whole water stock is consumed, then 'nil' day rate will 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.

- iii) If source water cannot be located within the plinth areas, because of sub-surface formation reason, the contractor shall have to set up water supply station at the nearest available source.
- iv) To cater to the need of all emergencies an alternate adequate water source should be identified & arrangement should be kept ready to provide water to camp / well-site to meet the emergencies.

D. **ELECTRICITY**

- 1) Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be done by the contractor. Provision shall be made for standby generators, with earth leakage protection of maximum tripping current 100 mA, both at camp & well site to ensure uninterrupted supply of electricity. **Capacity of standby generator should be sufficient enough to run the Effluent Treatment Plant (ETP) independently in case of environment related emergency when rig is not in operation.** Adequate lighting shall be provided in the camp, campsite, and drill site by the Contractor. Supply of electricity to company's mud logging unit and other equipment which operate on 220/415V - 50 Hz shall also be the contractor's responsibility at their cost. The contractor must provide facility for running all electrical equipment of OIL & their own at 50Hz - AC capacity wherever they are applicable. Rig lighting system shall conform to API standard and be connected to the main rig power system. Standby provision should be kept to meet the requirement as and when necessary.
- 2) **Lighting Transformer**
The voltage for lighting system in-side the mine shall not exceed 250V (between phases) if neutral is connected to earth as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102.
- 3) The neutral system should be such that, the earth faults current shall not be more than 750mA in installations of voltage exceeding 250V and up to 1100V system for oil fields. The magnitude of the earth fault current shall be limited to the above value by employing suitable designed restricted neutral system (NGR) of power supply as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 100(1).
- 4) **Earth leakage protective device:**
All the outgoing feeder for auxiliary motors, lighting, bunk houses and outgoing feeders from standby generator shall be provided with earth leakage protective device so as to disconnect the supply instantly at the occurrence of earth fault or leakage of current. The maximum earth leakage threshold for tripping shall not exceed 100mA under any circumstances as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 42.

- 5) All the electrical equipment, PCR, Diesel tanks, Mud tanks should be double earthed. The body and neutral earthing shall be separate and the neutral earthing shall be covered always. The earthing system shall be in accordance with CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 41 & 101.
- 6) All metallic body having electrical equipment shall be earthed properly by two separate and distinct connections with suitable earthing strips. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.41(xii) & OISD 216]
- 7) All auxiliary motors, lighting, plug/socket, junction box, starter, push button not placed at safe distance shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.110].
- 8) AC/DC Electric Motors: Adequate numbers of AC/DC motors with adequate continuous HP rating shall be provided for operation of draw-works and slush pump at their respective rated capacity. The motors shall be complete with suitable blowers and ducting.
- 9) AC-SCR or AC-VFD System- Suitable AC-SCR or AC-VFD systems of reputed make shall be provided.
- 10) Rig package shall be complete with all electrical control room, SCR cubicles or VFD & Rectifier Cubicles, DC/AC power control room, AC power control room to match the auxiliary loads of mud system, water system, fuel system, air system, lighting system etc. mentioned in this section.
- 11) Power pack and SCR house or AC-VFD system control rooms to be placed at safe distance, i.e. at a distance of 30 meter (minimum) from the well center. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]
- 12) All DC motors or AC VFD motors shall have blowers with suitable ducting & filter System.
- 13) All light fittings in the rig shall be energy efficient preferably LED type. Lights not placed at safe distance shall be FLP (Ex-d) type. Four (04) numbers FLP (Ex-d) type night aviation warning lights are to be fitted at the top of the mast. These lights shall be operational at all times from the moment the mast is raised and till the mast is finally lowered irrespective of well operation. As per IAF requirements, specifications for the above lights are –
 Colour of light: Red (Fixed), Light intensity: 10cd.
 Additionally, one daylight flasher type aviation warning light is to be fitted at the top of the mast in addition to red aviation warning lights. This light

is to be used during day time when the drilling location is situated within flying zone near IAF airfields. As per IAF requirements, specifications for the above light are – Colour of light: White (Flashing), Light intensity: 20000cd, Flashes per minute: 20-60 flashes per minute.

- 14) Electrical system shall be provided with all necessary cables and cable trays with grasshopper (Z-trays) arrangement to the derrick floor. Cable trays shall be grounded adequately.
- 15) Adequate lighting shall be provided but not limited to the following i.e. lighting the mast and substructure, rig floor, power packs, power control room, plinth area, mud pumps, generators shades mud system, water system, fuel system, air system, BOP control unit, dog house, mud storage house, well site offices, chemical storage & lab. Areas, camp etc.
- 16) The bidder must obtain and furnish the following documents which are statutory requirement. These must be provided before mobilization of the rig. Mobilization shall not be considered complete unless these documents are submitted.
 - i) Test Reports confirming to IS/IEC/EN:60079 for all the electrical equipment/ components/ accessories which are to be used in hazardous area [Zone 1 and Zone 2, Gas groups IIA and IIB] of the drilling well. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.
 - ii) Single line power flow diagram of the rig.
 - iii) A Plan layout of electrical equipment used in the rig.
 - iv) Details of all electrical motors, control gear, other electrical equipment and accessories used in the classified hazardous area.
 - v) Details of alternators, electrical motors, control gear, all cables, other electrical equipment and accessories used in non-classified area.
 - vi) A layout of the complete earthing system including earthing of diesel tanks, PCRs, AC & DC motors, starters, alternators & any other electrical equipment used for the purpose.
- 17) Pressurized type driller's console and foot throttle should be used in the rig. Air purging system should be provided for the above.
- 18) The entire electrical installation job should be carried out as specified in the latest version of CEA (Measures relating to safety and electric supply) Regulations, 2010 and other relevant standards and precaution should be adopted in the Oil field as specified in the CEA (Measures relating to safety and electric supply) Regulations, 2010.
- 19) All Electrical Cables used in the Drilling Rig should be multi core flexible copper cables (armored or screened) of 1000 volts grade, EPR insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968-1 read with the latest BHEL specifications (OR12003, OR12002 & OR12005) as the case may be. If the standard of a particular type of cable is not available in India, the cables must comply relevant International standards (IEC 502) with latest amendments. Ref. to DGMS Tech. Circular (Electrical), (Approval) No. 17 dated 25/05/2015.

- 20) For all hand-held portable apparatus voltage shall not exceed 125 V as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102 (i).
- 21) Tri-lingual notices shall be exhibited forbidding unauthorized operation, cautioning the presence of electrical apparatus as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 109 (7(i)).
- 22) Schedule – XIII shall be present and filled as per CEA (Measures relating to safety and electric supply) Regulations, 2010, clause 110 (9) & regulation no. 115(5)
- 23) The switchgear and protective system shall be kept effective, maintained and checked and result shall be recorded as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 100(3).
- 24) Electrical isolation / Energization permits shall be maintained as per Oil Mines Regulation, 2017 regulation no. 99 and OISD 216.
- 25) Remote PBS placed in hazardous area should have intrinsically safe circuits with a maximum of 30 Volts. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102(iv).]
- 26) Following tools shall be maintained for electrical jobs –
 - (i) FLP torch
 - (ii) Intrinsically safe Insulation Tester
 - (iii) Multimeter
 - (iv) Clamp meter
 - (v) Earth Tester
 - (vi) Safety belt
 - (vii) Rubber insulated gloves (of appropriate voltage grade) for electrical purpose. It shall be ensured that hand gloves are used every time an authorized personal works on electrical panel/ equipment.
 - (viii) Discharge sticks & lamp tester
 - (ix) Electrician's Tool Kit
 - (x) Lux meter
 - (xi) Ladders
- 27) Shock treatment chart should be displayed in the PCR. This should contain telephone number of fire service and other emergency services. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.28(1) and OISD 216 (Annexure-2&4)]
- 28) Smoke detection and fire alarm system: All the PCRs shall have smoke detection and Fire Alarm System as per requirement of OISD Std. No: 216.
- 29) All electrical equipment (motors, alternators, Starters, PBS etc.) shall have Danger notices/ caution boards of appropriate voltage. [Ref: CEA

(Measures relating to safety and electric supply) Regulations, 2010, regulation no.18 and OISD 216(Annexure-4)]

- 30) Valid calibration records of all the measuring instruments shall be available at site.
- 31) All electrical panels shall be painted with the description of its identification at front and at the rear. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.19(6)]
- 32) Insulation mats shall be available in all electrical PCRs, stand by alternators and all distribution boards. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.19(5)]
- 33) All connections to the motors/PBS/junction boxes should be through double compression glands. All the FLP double compression glands are correctly installed and the cable entry is tight. The cable size should match with the gland. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.106(vi) & OISD 216]
- 34) Busbar connections / terminations shall be insulated with appropriate insulating tape; naked joints shall be avoided. Terminal blocks of cable entry shall be covered with hylam or transparent insulating plastic sheet. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.17 & OISD 216 (7.1(vi))]
- 35) The following registers/documentation files (minimum) shall be maintained at site:
 - (i) Electrical Log Book Register to maintain records of operational parameters and energy consumption data (every shift)
 - (ii) Daily Progress Report.
 - (iii) Electrical Equipment Maintenance Register.
 - (iv) Breakdown Maintenance Register.
 - (v) Well Site Inventory Register.
 - (vi) Schedule-XIII [of CEA (Measures relating to safety and electric supply) Regulation, 2020]
 - (vii) By-pass register
 - (viii) Register for management of change
 - (ix) Earthing resistance value record register
 - (x) RCBO test record register
 - (xi) Filled up tool box talk record file
 - (xii) Closed electrical isolation permit record file
 - (xiii) Commissioning record file

E. **MOBILE EFFLUENT TREATMENT PLANT / EFFLUENT MANAGEMENT**

Full-fledged Mobile Effluent Treatment Plant (ETP) with laboratory facility to test the solid and liquid output and to match the requirements for drilling locations in N.E region in line with the recent guidelines from Ministry of Environment Forest and Climate Change (MoEF & CC), Central Pollution Control Board (CPCB), State Pollution Control Board (SPCB) and safe disposal of Oil, Drilling Effluents as below:

1. Capacity: The ETP shall have the capacity to handle 150 cubic meters

input per day along with a Centrifuge capacity of minimum 8m³/hr in the flow cycle after dosing system and other treatment tanks but before final filtration process. For solid effluent, it shall have the capacity to handle 50 cubic meters input per day including solid cakes come from mechanical separation unit.

2. The liquid and solid output from the ETP shall conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF & CC (Ministry of Environment & Forest and Climate Change) guidelines published time to time. The liquid output coming out from ETP (treated effluent) shall be within the permissible limits laid down by State Pollution Control Board (i.e. Onshore Discharge Standards for Liquid Effluent from Oil Drilling) and conform to the standard IS 10500 (or recent amendments for potable water).
3. The treatment process shall be of chemical separation and mechanical separation. The treatment of liquid effluent may be by coagulation & flocculation and Reverse Osmosis (RO) methods; however, the treated effluents shall meet norms of CPCB guidelines.
4. The plant shall be inside mining area and shall comply with OMR 2017 (including latest updates/revisions).
5. The electrical motors, light fitting and other electrical equipment used with ETP shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall conform to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
6. Laboratory facility with competent personnel to test and report output analysis as per schedule.
7. ETP shall be in sound operating condition from the day of spud-in till completion of effluent treatment of entire effluent after declaration of ILM to next location.
8. **The ETP should be equipped/set up with suitable standby power generator to run independently in case of urgent requirement when the Rig is not in operation. However, if contractor decides to run the ETP with Rig engine during this emergency period (when zero day rate is in force), the quoted/contract rate (ETP-DR) for this period shall only be payable.**
9. All spares, consumables, chemicals etc. required for smooth running of Effluent Treatment Plant is the sole responsibility of the Contractor.
10. Contractor shall use a suitable drier system to treat the solid cuttings to achieve fairly dry cuttings and dispose off the treated solid/sludge at a suitable place as specified by the Company (within the well plinth).

11. Treated water sample analysis reports have to be certified by SPCB at two weeks interval or the frequency as required by SPCB and the same to be submitted to Company's representative. In case of any negative report, remedial/corrective measures should be taken immediately to correct/rectify the system.
12. Provision for transferring effluent from different areas of drill site (as and when required) to the effluent pits is to be made by the Contractor in order to keep the well plinth clean and safe.
13. Contractor shall make all arrangements including pumps, valves, 01 (one) tank (min. 180 bbls for storage of treated effluent water) and other fitting or any other means of disposal to dispose-off treated water outside & away from the drill site/installation with the consent of the SPCB without any liability /obligation on part of the Company. Company reserves the right to utilize/recycle the treated water to the extent of its requirement for which the contractor shall make all necessary arrangements including pumps, pipes, valves and other fittings within the radius of 250m. However, the expected elevation will be around 10m.
14. Special Note (s)
 - (a) The Chief Electrician engaged by the Contractor shall have the responsibility of operation, maintenance and support of the electrical equipment of the ETP plant.
 - (b) All electrical records of the ETP should be maintained by the Chief Electrician. These records should be presented for scrutiny as and when required by statutory authority/Company.

F. **MISCELLANEOUS ITEMS**

- (a) Dog house
- (b) Two section cat-walk and pipe racks of sufficient capacity and length.
- (c) Storage and tool house.
- (d) Pipe and casing rack of suitable height and adequate capacity.
- (e) Suitable arrangement at the end of flow nipples of well head for fixing gas monitoring equipment, with a suitable shed for the gas logger at that location.
- (f) Gas Monitoring apparatus.

G. **DRILLING INSTRUMENTATION:**

The rig should be equipped with the following instruments of Martin Decker or equivalent New Generation instrumentation system i.e. Drill Watch, Touch Screen type digital and Analog display monitors at 3 rig stations with data acquisition and printing facilities for monitoring drilling parameters:

- (a) Martin Decker type E/EB or equivalent wt. indicator complete with accessories and suitable wire line anchor for appropriate number of lines strung at Driller console.
- (b) Driller's console should contain 1 No. of suitable Mud pressure gauges (additionally one on stand pipe manifold, one each at each mud pumps),

weight indicator, tong torque system, rotary torque gauge, Rotary RPM, Rotary & Top drive Torque and pump SPM counter for each rig pump, remote mud pump pressure gauge, Mud Vol. Totalizer, Return Mud flow, Trip Tank Level, Hole Depth, Bit Position, Casing Pressure, ROP. It should include emergency honking system, signal alarm and visual display boards at strategic points.

- (c) Advanced integrated Drilling Instrumentation System to be provided for recording of Hook Load, Weight on Bit, ROP, Rotary & Top drive Torque, RPM, SPM-1, SPM-2, SPM-3, Hole Depth, Bit Position, Total SPM & Stand pipe pressure, Total Strokes, Mud Volume of individual tanks, Trip Tank Level, Active Mud Volume, Mud Loss/ Gain, Mud Temp in, Mud Temp Out, Return Mud Flow, Tone mile, Tong line pull, Casing Pressure. However, in addition to above, digital / analog display of applicable parameters shall be provided.
- (d) One intercom telephone system for Rig communication between rig floor and other areas of the rig to be provided which should have flame proof fittings at hazardous places and should be approved by statutory authorities
- (e) Calibrated Pressure Gauges are to be provided at Stand pipe manifold, Choke manifold, Discharge of individual mud pumps
- (f) Gas Detection System for Three/Two fixed locations (Flow line, Shale Shaker and after Degasser on Mud tank) as per OISD & DGMS guidelines with alarms (Local/Remote) and other accessories

Note: All electrical/electronic instruments and sensors installed on rig should be as per new OMR' 2017 (including updates/revisions).

GENERAL NOTES:

- (a) Minor variation in size and specification of tools and equipment quoted with the rig shall be acceptable provided these are fully compatible with the offered rig and after approval from the Company (OIL).
- (b) The total number of rig loads required for rig movement should be clearly spelt out in the bid giving details of each load.
- (c) Approximate transportable dimension of one rig load should be confined to 9 M (L) x 3.5 M (W) x 3 M (H).
- (d) Supply, storage, consumption / regulation of water & fuel at the well sites as well as at the camp site shall be the contractor's responsibility. Any shut down of operation due to non-availability of water and fuel shall be on the contractor's account.
- (e) The Bidder shall submit the layout drawing of the offered rig package indicating loading pattern of soil / foundation under the following conditions:
 - (i) While raising / lowering mast.
 - (ii) With rated hook load + set back load.

(iii) With casing and set back load.

The above shall be furnished with the bid.

- (f) The Contractor shall stock, adequate number of screens (mesh sizes 16,40,60,80,100 & 120 etc.) for shale shaker and size 150 and beyond for mud cleaner. Simultaneously, enough stock of desander / desilter / mud cleaner cones & other spares shall also be maintained by the Contractor for uninterrupted drilling activities.
- (g) The digging of deep tube wells at the respective sites and installation / operation of water pumps, extraction of water from deep tube wells for rig as well as camp shall be the contractor's responsibility. Supply of water from alternate sources shall be the responsibility of the Contractor, if no water is found at the exact camp or well site.
- (h) The Contractor shall provide fuel for all of their vehicles and other stationary engines.
- (i) All sorts of lubricants for day to day operation of various rig equipment shall be supplied by the Contractor. Also, various spares for rig components shall be stocked / supplied by the Contractor.
- (j) All sizes of drilling bits as required separately under different casing / hole policy shall be provided by OIL. Contractor will supply on request, bits selected by OIL at actual cost + 5% handling charge.
- (k) Adequate stock of Grip-lock rubber protectors, fluted type for 5" Drill pipes along with installation device shall be stocked by the contractor.
- (l) At least 4 Nos. of non - rotating rubber sleeve stabilizers for 5" OD x 19.5 PPF x Gr. E/G drill pipes with sufficient nos. of spare replaceable rubber sleeves.
- (m) **Time frame:** Number of wells and other well parameters mentioned in this document are indicative only. The contract will initially be applicable for a period of **2 years** of operation. At the end of **2 years** period OIL at its discretion may extend it for another 1-year period at the same terms and conditions. Thus, the total contract period may be valid for 2+1 years irrespective of no. of wells drilled. OIL intends to Drill total 5 (five) Nos. of wells in the referred areas. But, due to the challenging environment and terrain, all 05 (five) locations may not be ready for drilling during the initial 2 years period. However, all efforts would be made by the Company to complete all the 05 (five) wells during the tenure of this contract.
- (n) **Well Logging Service:** All logging requirements as depicted in the drilling programme will be met by OIL through its in-house or logging service providers. All necessary supports are to be provided by the Rig Contractor.
- (o) **Well killing:** In case of normal well killing operation due to kick etc., Contractor shall be responsible to take all necessary immediate action in consultation with Company (OIL). However, in situation like uncontrolled kick etc. leading to Blowout like situation, primary responsibility of well

killing and all related operations shall lie with Company (OIL) where Contractor shall provide all necessary support. OIL shall provide man, material and additional firefighting services, if required, for this purpose. OIL shall render help Contractor in liaising with civil administration when such a situation arises. Competence of the Contractor's well killing operation shall be decided by OIL. Based on this, OIL reserves the right to bring in external experts.

However, early kick response will be the sole responsibility of the Contractor.

7.4 **CIVIL ENGINEERING WORKS**

7.4.1 The approximate well plinth preparation for a similar drilling rig with the Company is broadly as follows:

- i) Approx. plinth areas - 8100 Sq. m
- ii) Concrete volume - 400 cum
(For foundations of slush pumps, drilling rig, rig engines, etc.)
- iii) Hard standing area: 4800 Sq.M
- iv) Effluent pit volume:
8,00,000 gal for Development well.
10,00,000 gallons for Exploratory well.
- v) Safe Bearing Capacity: 8.0 Kg/Sq.cm

The Contractor may use the above information as a guide line only. The Contractor's and OIL's responsibilities in this regard are defined below.

7.4.2 All Civil Engineering jobs associated with preparation of approach road, well site plinth, rig foundation (with cellar) etc. will be the Company's sole responsibility. However, the Contractor shall submit the following details/documents/drawings in order to assess the quantum of civil engineering works required -

- a) Rig layout drawing clearly indicating areas where road / hard standing is required.
- b) Substructure foundation design and detailed working drawing.
- c) Cellar foundation design and detailed working drawing. Also, indicate maximum allowable cellar foundation size.
- d) Structural configuration and load distribution of the rig package / equipment.
- e) Detailed design and working drawing of any other equipment requiring cement/concrete foundation.
- f) All approach roads to well site and hard standing of well sites will be made from available construction materials without any black topping whatsoever as per prevailing practice.
- g) The foundation for derrick leg, mud pumps, engines etc. shall be constructed by the Company (OIL) as per the working drawings submitted by the Contractor at one go. Any additional or alteration of foundation at the later stage or during rig up operation shall be done by the Contractor at his own cost.

7.4.3 Grouting as well as necessary sizing/adjustment in length of false conductor with available cut pieces is Contractor's responsibility. The raw materials for

fabrication of false conductor will be supplied by the Company but fabrication to be done by the Contractor at well site including grouting of the same.

- 7.4.4 All grouting required for anchoring guy post/any wire line (if required), delivery/other lines etc. including supply of civil-materials for such jobs will be the Contractors responsibility.
- 7.4.5 The day to day maintenance and housekeeping of the plinth including drainage of effluent, drainage of rain/accumulated water, removal and disposal of drill cuttings & other waste, repairing & maintaining road over plinth during the entire drilling operation shall be the Contractor's responsibility.
- 7.4.6 Setting up of base camp is the sole responsibility of the Contractor. However, the Company may provide land for setting up base camp at the well site subject to availability of sufficient land. In case the available land is found inadequate then the Contractor at his own cost shall arrange additional land for setting up the base camp. For the base camp, the Contractor shall take all responsibilities for preparation of site, making foundation as per their requirements etc. The civil materials required for camp maintenance shall be supplied & arranged by the Contractor.
- 7.4.7 Sinking of source water tube well, lifting and storage/supply of source water for Rig/ well operation/site camp etc. including all required materials / equipment / pumps etc will be contractor's responsibility.
- 7.4.8 Construction of all types of sheds/ ramps (if required by the contractor) over equipment, tanks, chemical storage, telephone etc or construction of any temporary hut required for operation and also subsequent dismantling of the same after completion of well will be the responsibilities of the Contractor.

Note: Civil Materials mentioned in above clauses are cement, sand, aggregate, brick/ brickbats, gravels, boulders, broken stone etc.

- 7.5 The Contractor must furnish the following additional information before completion of mobilization:

- a. Power flow diagram of the rig.

7.6 **ASSOCIATED SERVICES:**

The Contractor shall coordinate with Company / Company's third-party service providers & extend all required help/guidance in consultation with Company's representative for proper coordination, functioning & uninterrupted operations. In case any of the services are provided by the Company's in-house facility then the Contractor shall also provide necessary help for its smooth operation.

A. **MUD ENGINEERING SERVICES**

Mud Engineering services shall be the responsibility of the Company / Mud Engineering service provider (engaged by the Company). The Rig Contractor shall render all necessary operational/support help for smooth operations of the Mud Engineering Services including but not limited to tank cleaning

(periodic / during repairing of agitators), loading during well killing / mud loss (if any) etc.

B. CEMENTING SERVICES

The Company / cementing service prover (engaged by the Company) shall perform the cementation jobs at the wells planned to be drilled. The Rig Contractor shall render all necessary operational help / support for smooth operations of cementing services.

C. CORING SERVICES:

The Contractor shall be required to take cores through coring service provider (engaged by the Company) during drilling at different stages whenever desired by the Company. The Rig Contractor shall render all necessary operational help/support for smooth operations of coring services.

D. LINER HANGER SERVICES:

The Company / Liner hanger service provider (engaged by the Company) shall perform the required jobs at the wells planned to be drilled, if required. The Rig Contractor shall render all necessary operational help/support for smooth operations of liner hanger services.

E. VERTICAL/DIRECTIONAL DRILLING SERVICES:

The Company or vertical /directional drilling service provider (if engaged by the company) shall perform the required jobs at the wells planned to be drilled, if required. The Rig Contractor shall render all necessary operational help/support for smooth operations of Vertical / Directional Drilling services.

F. WIRELINE LOGGING SERVICES:

The Company/Wireline logging service provider (engaged by the Company) shall perform the required jobs at the well planned to be drilled. The Rig Contractor shall render all necessary help/support for smooth operations of wireline logging service.

G. MUD LOGGING SERVICES:

The Company/Mud logging service provider (engaged by the Company) shall perform the required jobs at the wells planned to be drilled. The Rig Contractor shall render all necessary help/support for smooth operations of Mud logging services.

H. PRODUCTION TESTING SERVICES:

The Company/Production Testing service provider (engaged by the Company) shall perform the required jobs at the wells planned to be drilled. The Rig Contractor shall render all necessary help/support for smooth operations of Production Testing services.

I. COLD CASING CUTTING SERVICES:

The Contractor shall provide cold casing cutting services, if necessary, to cut

casing at well head after setting slip seal assembly.

J. CATERING SERVICES

1. An industry standard catering & housekeeping service serving Indian and continental food to all the Contractor's personnel and at least 20 (Twenty) nos. of personnel to be designated by Company (OIL) per day shall be made available during the entire contractual period by the Contractor without any extra charge to Company. Aforesaid 20 (Twenty) nos. of Company designated personnel includes personnel of all third-party Contractors (engaged by the Company) for drilling associated services like Mud Logging, Mud Engineering and Cementing, coring, liner hanger services etc. as mentioned above.
2. Charge for food: Charges for food for each additional Company's or Company designated persons (in excess of 20 persons per day) shall be paid extra per meal, to be computed on the basis of individual meals.
3. Kitchen: State of the art skid mounted modular hygienic kitchen having four burner stoves, fridge, oven, cutting table, atta mixer, exhaust, serving window, washing area, storage, etc. should be used for cooking.

Note: Cooking in temporary sheds will not be acceptable.

K. MEDICAL SERVICES:

Suitable first aid medical services shall be provided by the Contractor on round the clock basis with an attending registered Doctor (minimum MBBS degree holder) on call 24 Hrs. a day. The Doctor shall be available at site at all times during the entire contractual period with sufficient quantity of First-Aid equipment & medicines to meet any emergency.

L. CAMP AND OTHER ESTABLISHMENTS:

Industry standard camp facilities for the Contractor's personnel (inclusive of third-party Contractor's personnel) including camp site dispensary, catering, sanitation & laundry services shall be provided by the Contractor. Additionally, fully furnished air-conditioned bunk house type accommodation should be provided by Contractor for at least 20 (Twenty) numbers of Company's personnel or any third-party representatives to be designated by Company. The camp should be well maintained with normal recreational facilities including DVD / VCD player, LCD/LED TV with DTH, music system etc. at the Contractor's cost. The camp facilities to be provided by the Contractor to the Company should include but not be limited to the following:

- a) 2 (Two) 1-seater unit accommodations with attached bath and toilet.
- b) 3 (Three) 2-seater unit accommodation with attached bath & toilet.
- c) 3 (Three) 4-seater accommodation with attached bath & toilets.
- d) 1 (One) office cum living unit for Company's Representative at site. The unit should be equipped with refrigerator, computer, internet with e-mail, printer, scanner, fax machine & other communication equipment. This unit should be near to rig superintendent's office and should have

inter-connection.

- e) 1 (One) unit with all facilities (i.e. conference table, chairs, projector, screen, computer, etc.) for conducting meetings at well site.
- f) All bunk houses shall be air-conditioned and fully furnished.
- g) The Company reserves the right to avail catering services at well site la-carte (other than fixed menu) with room service.
- h) At least one spacious air-conditioned bunk house containing all recreational cum sitting facilities.
- i) 1 (One) laundry unit with attendant service.
- j) 1 (One) air-conditioned bunk house type first aid disbursement room to meet any emergency with doctor and attendant.
- k) Two (2) Spacious dining halls shall be provided by the Contractor, one exclusively for workmen (of Contractor's / Company's third party / Company's) & one exclusively for officers (of Contractor's / Company's third party / Company's). Modular Kitchen, store bunk house etc. shall be provided as per convenience & requirement of the Contractor.

NOTE:

- i) The Contractor should bring light and easily transportable dwelling units for camp establishment nearer to the drilling locations.
- ii) All units including those to be used as office/lab should be fully furnished and air conditioned with proper lighting arrangements. The dimensional sketches of all units are to be provided with the bid. Waste management & Safe disposal of effluents from camp toilets/kitchen and rig site toilet, etc. (using septic tank & soak pit) will be the responsibility of the Contractor. The Contractor shall be solely responsible for keeping the entire camp area and well site neat, clean and hygienic.
- iii) A separate area is to be demarcated for placement of above living bunk houses at campsite for Company's personnel. The area is to be properly levelled with suitable drainage system, fenced (with XPM / barbed wire fencing) and well protected.

M. FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:

(As per API wherever applicable)

- i) Safety: The Contractor shall observe all safety regulations in accordance with acceptable oilfield practices and applicable Indian Laws including provisions of OMR, OISD, CEA Regulations, MoEF & CC, CPCB & State Pollution Control Board. The Contractor shall take all measures 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. The Contractor shall conduct such safety drills, BOP tests, etc. as may be required by the Company at prescribed intervals.

- ii) Possibility of encountering H₂S, CO₂, CO etc. cannot be ruled out. Contractor shall provide sufficient number of necessary equipment like evacuation kit having gas mask fitted with air cylinder to deal with such type of emergency situation.
- iii) Fire protection at drilling sites shall be the responsibility of the Contractor. At least three of the rig operating personnel on any shift at the rig site should have training in basic firefighting course (from any board or an institute recognized by state/central government of India) as per OISD-GDN-228.
- iv) Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The HSE policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the contractor.
- v) One ambulance with dedicated driver and with all basic facilities like stretchers, oxygen cylinders, first aid facilities, blankets, splints, etc. as per OISD shall be kept standby round-the-clock at well site to meet any emergency.

N. **OTHERS:**

- i) In case of any non-conformity in the connections/sizes between various equipment and tools to be provided by the Contractor, which depart from the generally adopted procedure followed for a particular equipment / tool of the rig package, the company reserves the right to ask the contractor to provide all necessary accessories to use such items without any obligations on the part of the company. This clause shall not however, be unduly exercised without consultation/ agreement with the Contractor.
- ii) The Contractor shall provide one no. chemical godown with floor space of approx. 660 Sq.ft. of appropriate dimensions with proper raised brick soled cemented/wooden flooring for storing of chemicals, LCM etc.
- v) The Contractor shall assemble, dismantle and move all Company's designated items- if any attached with the rig without any obligation to the Company.

O. **PERSONNEL TO BE DEPLOYED**

- I) The Contractor will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the contractor's discretion for all the required services except for the rig operations during drilling & completion phases for which the deployment pattern has to be as per the following norm with the indicated key personnel:

Sl. No.	Key Personnel	Allocated per RIG (incl. persons on off)	DayShift 12 hrs	Nightshift 12 hrs	Category
1.	Rig Superintendent / Rig Manager	2	On call 24 Hrs		N/A
2.	Tool Pusher	2	1	-	N/A
3.	Tour Pusher / Night Tool Pusher	2	1	-	N/A
4.	Driller	4	1	1	N/A
5.	Assistant Driller	4	1	1	Highly Skilled
6.	Derrick Man / Top man	8	2	2	Skilled
7.	Floorman / Roughneck	16	4	4	Semi-Skilled
8.	Mechanic	4	1	1	Skilled
9.	Chief Mechanic	2	On call 24 Hrs		N/A
10.	Chief Electrician	2	On call 24 Hrs		N/A
11.	Rig Electrician	4	1	1	Skilled
12.	Asst. Electrician	4	1	1	
13.	Welder	2	On call 24 Hrs		Skilled
14.	Heavy Crane Operator	4	1	1	Highly Skilled
15.	Telephone Attendant	4	1	1	Unskilled
16.	HSE Officer	2	On call 24 Hrs		N/A
17.	Effluent Treatment Plant (ETP) Operator	4	1	1	Skilled
18.	Laboratory Assistant for ETP	4	1	1	Semi-Skilled
19.	Doctor	2	On call 24 Hrs		N/A
20.	Roustabout / Unskilled labourer	16	4	4	Unskilled

NB: Excluding catering personnel. Additional requirements of manpower as envisaged for smooth execution will entirely be arranged by the Contractor without any extra charge to Company.

- II) The Rig Manager / Rig Superintendent has to be present at site all the times and should report to & liaison with Company's representative for daily operations meeting & carrying out day-to-day operation smoothly.
- III) **KEY PERSONNEL**: The qualification and experience of the key personnel are to be as under:

a. **Rig Manager/Rig superintendent**

- i) Qualification: Graduate in Engineering / Science or three years Diploma in Engineering.
- ii) Experience:
 - a. Should have work experience in deep drilling oil / gas wells, for minimum 10 years, of which at least 5 years should be in a senior management level

- b. Should be conversant with working in diesel electrical rigs/supplied rig.
 - c. Should be conversant with mud chemicals & maintenance of mud property.
 - iii) Certification / License / Health:
 - a. Must possess valid well control certificate (IWCF-Supervisor Level / Level-4) and should be conversant with well control methods to take independent decisions in case of well emergencies.
 - b. Should be of sound health to work in adverse weather condition in drilling well.
- b. **TOOL PUSHER:**
 - i) Qualification: Graduate in Engineering / Science or three years Diploma in Engineering.
 - iii) Experience:
 - a. Should have work experience in deep drilling oil / gas wells, for minimum 10 years, of which at least one year as tool pusher in exploratory & development wells.
 - b. Should be conversant with working in diesel electrical rigs/supplied rig.
 - c. Should be conversant with mud chemicals & maintenance of mud property.
 - iv) Certification / License / Health:
 - a. Must possess valid well control certificate (IWCF-Supervisor Level / Level-4) and should be conversant with well control methods to take independent decisions in case of well emergencies.
 - b. Should be of sound health to work in adverse weather condition in drilling well.
- c. **TOUR PUSHER/NIGHT TOOL PUSHER:**
 - i) Qualification: Graduate in Engineering / Science or three years Diploma in Engineering.
 - ii) Experience:
 - a. Should have work experience in deep drilling oil / gas wells, for minimum 7 years, of which at least one year as tool / tour pusher in exploratory & development wells.
 - b. Should be conversant with working in diesel electrical rigs/supplied rig.
 - c. Should be conversant with mud chemicals & maintenance of mud property.
 - iii) Certification / License / Health:
 - a. Must possess valid well control certificate (IWCF-Supervisor Level / Level-4) and should be conversant with well control methods to take independent decisions in case of well emergencies.

- b. Should be of sound health to work in adverse weather condition in drilling well.
- d. **DRILLER:**
 - i) Qualification: Graduate in Science or three years Diploma in Engineering.
 - ii) Experience:
 - a. Should have work experience in deep drilling oil / gas wells, for minimum 5 years, of which at least one year as Shift in charge / Driller of exploratory & development wells.
 - b. Should be conversant with working in diesel electrical rigs/supplied rig.
 - c. Should be conversant with mud chemicals & maintenance of mud property.
 - iii) Certification / License / Health:
 - a. Must possess valid well control certificate (IWCF-Driller Level / Level-3) and should be conversant with well control methods to detect well kick, shut the well and assist Tool Pusher / Tour Pusher in case of well emergencies.
 - b. Should be of sound health to work in adverse weather condition in drilling well.
- e. **ASSISTANT DRILLER:**
 - i) Qualification: SSC / HS / PU / I. Sc. or equivalent.
 - ii) Experience:
 - a. Should have work experience in deep drilling oil / gas wells, for minimum 4 years, of which at least one year as Asst. Driller / Headman of exploratory & development wells.
 - b. Should be conversant with working in diesel electrical rigs/supplied rig.
 - c. Should be conversant with mud chemicals & maintenance of mud property.
 - iii) Certification / License / Health:
 - a. Must possess valid well control certificate (IWCF-Driller Level / Level-3) and should be conversant with well control methods to detect well kick, shut the well and assist Driller/Tool Pusher / Tour Pusher in case of well emergencies.
 - b. Should be of sound health to work in adverse weather condition in drilling well.
- f. **DERRICKMAN / TOPMAN:**
 - i) Qualification: Minimum 8th standard (class-VIII) passed.
 - ii) Experience:

Should have work experience of minimum 1 year as Derrick man / Top man in a drilling rig.

g. **ROUGHNECK / FLOOR-MAN:**

- i) Qualification: Minimum 8th standard (class-VIII) passed.
- ii) Experience:

Should have work experience of minimum 1 year as Roughneck / Floor man / Rig man in a drilling rig.

h. **CHIEF MECHANIC/MECHANICAL ENGINEER:**

- i) Should have a minimum of 3 years' work experience as Master mechanic in drilling rigs.
- ii) Should have sufficient knowledge of operation and maintenance of Drilling rigs and its components viz. engines, rig pumps, supercharge pumps, centrifugal pumps, solid control equipment, degasser, shale shaker and all other mechanical items / engines operating in drilling rigs.
- iii) Qualification: Degree or Diploma in Mechanical Engineering/Chemical/B.Sc. or equivalent with 3 years of experience or SSC/HS/PU/I. SC or equivalent with 6 years of experience, of which at least one year should be as Chief Mechanic in Drilling rigs.

i. **CHIEF ELECTRICIAN:**

Qualification & Experience:

Personnel	Education Qualification (Compulsory)		Oil Field Experience on Diesel Electric (AC-SCR / AC-VFD) Drilling Rig			Minimum Required (5 Marks) And a) Should be confident in independently carrying out the fault-finding analysis, rectification of fault, operation and maintenance of all the electrical items of diesel electric drilling rig including air conditioners. b) Should be conversant with the AC-SCR/ AC-VFD control systems of drilling rigs c) He should have knowledge of all the electrical equipment used in AC-SCR rigs/ AC-VFD rigs (Alternators, DC motors, AC Drilling Motors, Transformers, Air circuit breakers, different light-fittings, Star Delta/DOL/ Soft Starters, cable glands etc.) and the use of all the electrical tools and instrument.
	Diploma in Electrical Engineering	Graduate in Electrical Engineering	3 to 5 Years	5 to 8 Years	8+ Years	
Marks	1	2	3	4	5	

Certification / License / Health:

- a) Must possess valid Electrical Supervisor's Certificate of Competency with authorization for Parts – 1, 2, 3, 4 & 8 (Mining

Part) issued by State Licensing Board and should be conversant with Oil Mines Regulations, 2017 and CEA (Measures relating to safety and electric supply) Regulations, 2010.

Validity of Supervisor Certificate – Must have valid supervisor certificate, allowing them to work in the state / region where they are deployed. Responsibility for ensuring adherence to these norms rests with the contractor.

[Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no. 3,6,29 &115 and Oil Mines Regulations, 2017; regulation no.114 (4 & 5)].

- b) Should be of sound health to work in adverse weather condition in drilling well must be supported by form 'O' verified by as depicted in HSE specification.

Note: ITI certificate holders are not acceptable as Chief Electricians. Moreover, the Chief Electrician must be conversant with the offered AC-SCR or AC-VFD system of drilling rigs.

j. **MECHANIC (IC) / (PUMP):**

- i) Should have a minimum working experience as Master mechanic in drilling rig.
- ii) Should have sufficient knowledge of operation and maintenance of Drilling / work-over rigs and its components viz. engines, rig pumps supercharge pumps, centrifugal pumps, solid control equipment, degasser, shale shaker and all other mechanical items/engines operating in drilling rigs.
- iii) Qualification: Diploma in Mechanical/Chemical, B.Sc or equivalent with 3 years' experience or SSC/HS/PU/I.Sc or equivalent with 6 years' experience. Out of which at least one year as Mechanic in Drilling rig.

k. **ELECTRICIAN:**

Qualification & Experience:

Personnel	Education Qualification (Compulsory)		Oil Field Experience on Diesel Electric (AC-SCR / AC-VFD) Drilling Rig			Minimum Required (5 Marks) And Should be able to read circuits, communicate, detect and rectify faults.
	ITI (2 Yrs. Course Preferably from Govt. recognized Institute) in Electrical Discipline	Diploma in Electrical Engg.	3 to 5 Years	5 to 8 Years	8+ Years	
Marks	1	2	3	4	5	

Certification / License / Health:

- a) Must possess valid Electrical Workman Permit with authorization for Parts/ Clauses - 1 & 2 issued by State Licensing Board.
Validity of permits – Must have a valid Electrical workman permits, allowing them to work in the state / region where they are deployed. Responsibility for ensuring adherence to these norms rests with the contractor.
[Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no. 3,6,29 &115 and Oil Mines Regulations, 2017; regulation no.114 (4 & 5)].
- b) Should be of sound health to work in adverse weather condition in drilling well must be supported by form 'O' verified by as depicted in HSE specification.
- c) Should possess valid MVT certificate and knowledge of firefighting at well site.

1. **WELDER:**

- i) 01 (One) year ITI certificate in welding trade from any institutions recognized by state or central government technical education board.
- ii) He must be conversant with different type of welding rods and their uses.
- iii) Should have at least 03 years of experience in oil industry as a welder and must be conversant in welding / cutting of casing and well head accessories.

m. **SUPERVISOR FOR EFFLUENT TREATMENT PLANT:**

Should be of sound health and have at least two years' work experience in E&P Company. He shall have minimum qualification - degree of B.Sc. in Chemistry / Environmental science from Government recognized University and shall be conversant to all the SPCB, CPCB, DGMS, OISD & MoEF guidelines.

n. **LABORATORY ASSISTANT FOR ETP:**

Should be of sound health and have at least two years' work experience in E&P Company. He shall have minimum qualification of SSLC / Higher Secondary / Twelfth Pass or equivalent from recognized University / Board in science stream and shall be conversant to all the SPCB/ CPCB guidelines.

o. **ASSISTANT ELECTRICIAN:**

Qualification & Experience:

Per so nn el	Education Qualification (Compulsory)		Oil Field Experience on Diesel Electric (AC- SCR / AC-VFD) Drilling Rig			Minimum Required (5 Marks) And Should be able to read circuits, communicate, detect and rectify faults.
	ITI (2 Yrs. Course Preferably from Govt. recognized Institute) in Electrical Engineering	Diploma in Electrical Engg.	1 to 3 Years	3 to 5 Years	5+ Years	
Ma rks	1	2	3	4	5	

Certification / License / Health:

- a) Must possess valid Electrical Work Permit 1 & 2 Certificate of competency issued by State Licensing Board.
Validity of permits – Must have a valid workman permits, allowing them to work in the state / region where they are deployed. Responsibility for ensuring adherence to these norms rests with the contractor.
[Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no. 3,6,29 &115 and Oil Mines Regulations, 2017; regulation no.114 (4 & 5)].
- b) Should be of sound health to work in adverse weather condition in drilling well must be supported by form 'O' verified by as depicted in HSE specification.
- c) Should possess valid MVT certificate and knowledge of firefighting at well site.

p. **HSE Officer:**

- i) Should be of sound health and have work experience in an E & P Company of about 1 year
- ii) Duties and responsibilities include safety (including pollution control) during drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering of BHA, cementing jobs, tripping in / out of tubular, safety meeting during crew change, pre job safety meetings, routine inspection ETP, rig and well site, preparation of job specific SOP in local language, Bridging document, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. Any other duties related to HSE management in rig site and camp site.
- iii) Shall follow all the conditions of EC (Environmental Clearance) and all DGMS, OISD & MoEF guidelines and submit return at specified intervals.
- iv) Shall be responsible for designing 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area.
- v) Shall be responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain this equipment properly.

- vi) Shall be responsible for designing location entrance and exit.
- vii) **Qualification and Experience:** Should be a graduate in Engineering / Science / Environment or Diploma in Engineering / Environment and have work experience in E&P Company for at least one (1) year. Health, safety and Environment experiences including formation and implementation of HSE policies, Work site inspection & hazard identification, Permit to Work system, pre job safety meeting, Accident, Incident and Near Miss Investigation & analysis, Report making and record keeping, selection of PPEs suitable for work activity & work environment, work site inspection and audits, Emergency Response Planning & loss control programs, taking precaution for pollution control and environmental management. Should have knowledge on ISO, ISRS etc. On top of the experience of the personnel as listed above, they all should be conversant with BOP drill / Fire Drill as per standard oilfield practice.

q. **DOCTOR:**

- i) **Qualification:** Must be minimum MBBS degree holder & registered medical practitioner.
- ii) **Experience:** Shall have a minimum work experience of 2 years in any hospital / rig site drilling camp.

r. **HEAVY CRANE OPERATOR:**

Should have a minimum of 2 years work experience in operating a heavy crane attached to drilling rigs and should possess valid license for driving heavy motor vehicle.

Note:

- a) An undertaking as per **Proforma-U1** from Contractor's all personnel should be submitted to Company after deployment of manpower prior to commencement of work/completion of mobilization.
- b) The personnel deployed by the Contractor should comply with all the safety norms applicable during operation.
- c) **Medical Fitness:** The Contractor shall ensure that all of the Contractor's Personnel shall have had a full medical examination (by a qualified and registered doctor) prior to commencement of the Drilling operation and the certificates of all such personnel in form 'O' of The Mines Act 1952 should be submitted by the contractor.
- d) **Training Courses:**
 - i. The Contractor shall ensure that all of the Contractor's Personnel performing services hereunder shall have attended all relevant safety and operational training courses such as Mines Vocational Training (MVT), First Aid Certificate course

(FAC), Fire Fighting (FF), etc. required by “The Mines Act 1952” & “OISD Guidelines” and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.

- ii. The Contractor shall submit copies of all such certificates prior to mobilization & also keep such records at well site for the Company’s inspection as & when required.
- e) Adequate number of experienced personnel to run the camp / kitchen / Mess smoothly should be kept. One Camp Boss on 24-hr basis will be responsible for smooth running of the camp/mess. Modular Kitchen and cooking shall be supervised by a qualified chef.
- f) The Contractor should deploy other personnel at rig site, which shall include drivers, Rig fitters, carpenters, warehouse personnel, security men, (both at well site and camp site), power casing / tubing tong operator, services of unskilled labour as and when required for the following multiple jobs:
 - i. Chemical Helper
 - ii. Engineering helper (Additional)
 - iii. Electrical helper
 - iv. Persons on rack during casing / tubing job.The workmen involved in carrying out electrical jobs should have valid electrical wireman permit issued by State Licensing Board.
- g) Bidder shall confirm in techno-commercial bid that they can provide key personnel with relevant qualification & experience and will furnish bio-data of key personnel with their photographs, supporting documents, certificates etc. as per **Proforma-U** at least two months prior to completion of mobilization for approval of the company. (Note: The contractor can deploy only the key personnel approved by the company)
- h) Employment of personnel other than key persons shall be at the discretion of the Contractor in line with normal drilling practices. Bidders shall forward a complete list of all the persons with their job descriptions that they shall deploy to run all operations at well site and camp successfully.
- i) On/off duty details of rig personnel should be indicated. The on-off pattern of rig personnel must comply with The Mines Act 1952 / The Oil Mine Regulation 2017 with latest amendment.
- j) The Contractor shall indicate their manpower category-wise clearly in their offer. The qualification / bio-data / experience / track record of the personnel proposed to be deployed shall have to be indicated clearly. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor. The age of key personnel except Rig Manager/Rig Superintendent should not be more than 50 (fifty) years. However, the Company reserves the right to accept personnel above 50 years of age with good health condition.

- k) The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification/experience as indicated above and the Contractor should submit qualification / bio-data/photographs/experience / track record of the personnel. Moreover, the Contractor will have to obtain prior approval from Company for the relief personnel of the Contractor.
- l) The Company reserves the right to instruct the Contractor for removal of any Contractor's personnel who in the opinion of the Company is technically not competent or not rendering the services faithfully, or due to other reasons. However, the replacement personnel also must have the qualification/experience as indicated above. The Contractor should submit qualification/bio-data /photographs/experience/track record of the replacement personnel and obtain prior approval from the Company for their deployment. Replacement of personnel will be fully at the cost of the Contractor and shall be made by the Contractor within ten (10) days of such instruction.

P. **SECURITY SERVICES:**

Contractor shall be wholly responsible for complete Security of all personnel inside the well location/camp boundary including their Rig Packages, Base camp and during ILM, operation, transit etc. and arrange suitable and comprehensive security services 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 their own including dealings with the Government agencies. The Contractor shall provide pre-fabricated XPM/ Panel re-usable type fencing, gate at drill site, camp site etc. 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 safety and security of Company's personnel, equipment/ material etc in the well-site and camp site.

END OF SECTION-II

&&&&&&&&

Part-3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- 1.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing through Letter of Award (LOA) that it has been awarded the contract. The date of issue of Letter of Award (LOA) by Company to the Contractor shall be the Effective Date of the Contract.
- 1.2 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects shall be treated as Date of Commencement of Contract.

2.0 MOBILIZATION

- 2.1 The mobilization of the Drilling Unit and associated services **shall commence on the date of receipt of Mobilization Notice** after Letter of Award (LOA) of the Contract and mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence work as envisaged under the contract duly certified by the company authorized representative. The date on which Contractor's Rig & accessories along with the personnel, tools and equipment etc. are properly positioned at the drilling location, rig up operation is completed and **the well is actually spudded in will be treated as completion of mobilization**. The mobilization of the rig unit, equipment, personnel etc. should be completed by the contractor **within 150 (one hundred and fifty) days from the date company issues notice for mobilization** after award of contract.

Company may inspect the rig package before mobilization. Thus, complete rig package should be offered for inspection by Company's representatives prior to mobilization with at least one-month notice. Bidder should indicate their acceptance to this effect in the techno-commercial bid.

Contractor shall submit fortnightly report or any other report as desired by Company showing progress in each activities of mobilization.

- 2.2 The contractor will advise readiness for commencement of mobilization / shipment to company after the commencement date, at least 3 days before actual mobilization / shipment commences.
- 2.3 Mobilization charges will be payable after the commencement date as certified by the company.
- 2.4 Company at its discretion may allow spudding-in or continue drilling operations in well without complete mobilization. In such event an amount proportionate to the short-supplied items will be withheld from mobilization charges. However, Contractor must indicate the tentative date of mobilization of such item(s)/ equipment/accessories/tools.
- i) The amount to be withheld from mobilization charges for short supplied items will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the

Contractor. The withheld amount towards mobilization will be released to Contractor once the short-supplied items are made available/supplied by the Contractor.

- ii) As penalty the rental charges for short supplied items will be deducted from Contractor; it will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor. The deductions will be made from Contractors running monthly invoice / bill till the short-supplied items are supplied by the Contractor.
- iii) Deductions will be calculated after amortizing the cost of the item over a period of five (5) years applying 15% PTRR (Post tax rate of return).
- iv) Deduction of rental charges towards short supplied items will cease once the items are made available by the contractor at well site.
- v) Contractor shall inform the Company in writing indicating the date of availability of short supplied items at drill site & in no case the drilling operation should suffer for want of such items.
- vi) In the event any operations at well site suffers for non-availability of Contractor's item / equipment / accessories / tools then nil day rates will become applicable. This clause will be applicable notwithstanding any other provisions in contrary elsewhere in this contract.
- vii) Notwithstanding this provision for partial mobilization bidder must quote in accordance with relevant clauses for full mobilization.

2.4.1 Company at its discretion may provide item / equipment / accessories / tools to Contractor in exceptional cases only on rental basis based on Contractor's written request at least 20 days in advance subject to availability. In the event Company provides any item / equipment / accessories / tools to Contractor on rental basis for / during operation, the following shall be applicable:

- i) Contractor shall deposit the assessed value of the item / equipment / accessories / tools either in cash or in the form of a Bank Guarantee to Company in advance before taking delivery of the item / equipment / accessories / tools from Company. However, in case of an emergent situation, OIL may consider to accept the assessed value in Bank Guarantee or in cash within 7(seven) days of issue of the items/equipment.
- ii) Item / equipment / accessories / tools will be rented out to Contractor for a maximum period of 3(three) months and the same should be returned by Contractor to Company within a specific date to be specified by Contractor.
- iii) Contractor will be fully responsible for collecting / returning the item / equipment/ accessories / tools either from OIL's field headquarter, Duliajan, Assam, India or from any OIL's nominated place (within India) including to & fro transportation to respective well site.
- iv) Rental charges (from the date of collection till the date of return) for first three months would be evaluated taking cognizance of the present market trend. Rental will be calculated after amortizing the cost of the item over a period of five (5) years applying 15% PTRR (Post tax rate of return).
- v) In the event the rented item / equipment / accessories / tools are not returned by Contractors within the specified period of three months, the rental charges would increase by 1.5 times. For next three months,

rental charges would be 1.5 times the rental charges of the first three months. Rental charges in any quarter would be 1.5 times the rental charges of the previous quarter.

- vi) Deductions of rental charges will be made from running monthly invoice / bill & will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor. This will be in addition to the rental charges indicated under clause 2.4.1 (ii, iii & iv).

2.4.2 In case any item / equipment / accessories / tools are issued to Contractor on "outright sale" basis, the deduction shall be made as calculated by Company based on Company's determined cost from running monthly invoice / bill, which shall be treated as final, basis of which shall be provided to the Contractor. Moreover, the Contractor will have to collect the item / equipment / accessories / tools either from OIL's field headquarter, Duliajan, Assam, India or from any OIL's nominated place (within India) & to transport the same to respective well site at their cost. In such case the withheld amount towards mobilization will be released to Contractor once the short-supplied items are made available at well site by the Contractor.

3.0 DURATION OF CONTRACT:

The contract shall be initially for **a period of 02(Two) years from the date of commencement of operation with an option for extension of the contract duration by another 1 (one) year** at the sole discretion of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract.

4.0 INSPECTION

(a) Pre-move Inspection:

- (i) The Contractor shall engage an independent third-party inspection agency for rig inspection acceptable to Company as listed at **Clause 3.1.2.6** under BEC/BRC. Additionally, all tubular, drill string, and handling Equipment to be provided by the Contractor as specified below must be inspected/tested (NDT) as per relevant API & OISD Standards by an independent third-party inspection agency prior to the Mobilization/Commencement Date.
- (ii) Contractor shall ensure that its drill string and all other down hole tools furnished by Contractor are inspected according to TH Hill DS-1, Level 3 standards.
- (iii) Copies of all inspections reports are to be sent to Company along with an explanation of the standards used for the inspection procedures. All inspection reports shall be legibly signed by an identified person.
- (iv) If new tubular and handling equipment are used, with mill / manufacturer's certification, no inspection will be required.
- (v) Pre-move inspection reports related to all tubular, drill string, and handling Equipment must be submitted to the company at least one month prior to completion of mobilization.

(b) Inspection during drilling:

- (i) The Drilling Unit and Equipment shall be made available for inspection by Company promptly upon request and as often as Company requests.
- (ii) During the execution of the Work Program, Contractor will frequently inspect the drill string and all down hole tools furnished by Contractor as specified below:
 - a. The Contractor shall carry out inspections of down hole tubulars, equipment and tools regularly in use, at reasonable interval to the standard of TH HILL DS1-Level 2 at contractor's cost.
 - b. The Contractor shall carry out non-destructive test / inspection of Mast & Sub-structure at reasonable interval at Contractor's cost.
- (iii) Hoisting and handling equipment shall be inspected in accordance with the intervals as per Contractor's inspection and maintenance standards which should be submitted to the company.

(c) Blowout Preventer:

Contractor shall inspect, install, and pressure test all Blowout Preventer equipment. All documentation of certification, pressure testing, and BOP drills will be made available to the Company. Any discrepancies to the Contractors or Companies safety policy will be corrected prior to continuation of operations. All related documentation will be made available to the Company. BOPs to be installed tested & operated as per API RP53.

(d) Lifting Equipment:

- (i) All lifting equipment, except brand new equipment (where current certification is available) including but not limited to shackles, slings, pad eyes, crane, man riding equipment, elevators, bails, pulleys etc must be inspected to and at a frequency directed by current manufacturer's guidelines and relevant API Recommended Practices.
- (ii) As a minimum, all lifting equipment will be fully inspected on an annual basis by an independent third party, NDT inspectors who are fully qualified to international standard.
- (iii) Full visual inspection shall be carried out by every 6 (six) months by Contractor and inspection report should be made available to the Company for review as & when required.
- (iv) Dye Penetration Test will only be done to the hook of the crane. Load test of the crane at different loads will be carried out by the contractor.

5.0 PERFORMANCE SECURITY

Refer to relevant clause no. 10.0 under General Conditions of Contract (GCC) of Section-I above.

6.0 TERMS OF PAYMENT:

- 6.1 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.

- 6.2 Manner of Payment: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any will be on account of the Contractor.
- 6.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 2 (two) 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 in question.
- 6.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization (after commencing of operation at the first well), submission/production of appropriate inventory documents, and physical verification by Company representative.
- 6.5 Contractor shall submit monthly invoices to Company only after the end of each calendar month for all daily or monthly charges due to the Contractor.
- 6.6 Billings for daily charges/day rates will reflect details of time spent (calculated to the nearest quarter of an hour) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spudding-in of the first well.
- 6.7 Invoice for reimbursable charges, if any, related to the Contract will be accompanied by documents supporting the cost incurred and duly certified by Company representative.
- 6.8 Contractor will submit 04 (four) 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.
- 6.9 Payment of monthly invoices, if undisputed, shall be made within 45 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to two months) may occur.
- 6.10 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice OIL's right to question the validity of the payment at a later date as envisaged in Clause 6.3 above.
- 6.11 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 6.12 Payments of other invoices as set forth in Clause 6.7 shall be made within 60 days following the date of receipt of the invoices by Company.
- 6.13 Payment of mobilization charges shall be made within 45 days following the

date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.

6.14 Payment of demobilization charges shall be made when applicable within 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 charges are payable the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company.

6.15 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification

- (i) of the accuracy of all charges made by Contractor to Company and
- (ii) that Contractor is otherwise in compliance with the terms and conditions of this Contract.

6.16 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

6.17 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid submission, if there is a change in or enactment of any law or interpretation of existing law, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/ Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

6.18 At the time of de-hiring of the Rig, Contractor shall dismantle the Rig and all other equipment and vacate the drill site within 60 days from date of de-hiring of the rig and remove litter and debris created by the contractor or its sub-contractor in connection with the work otherwise ground rent will be charged @1% of ODR per day till the drill site is cleared, as handed over at the time of drilling. This amount will be recovered from the Final invoices.

7.0 DE-MOBILIZATION & RE-EXPORT:

The Contractor shall arrange for and execute demobilization of the entire Rig package, Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the complete Rig package, its accessories/equipment, including the manpower and re-export of the complete Rig package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. **Demobilization shall be completed by Contractor within 60 (sixty) days of issue of demobilization notice by Company.** Immediately after re-exporting the Rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

1. In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
2. Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
3. In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

8.0 LIQUIDATED DAMAGE FOR DEFAULT IN TIMELY MOBILISATION:

Refer to relevant clause no. 30.0 under General conditions of contract (GCC) of Section-I above.

9.0 PROVISION OF PERSONNEL FACILITIES:

FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELL SITE:

1. Contractor shall provide standard food & services for all its own & its sub-contractor's personnel and for 20 (Twenty) nos. of Company designated personnel free of charge.
2. Transportation of Contractor's personnel will be arranged by Contractor whilst that of Company's staying at base camp will be arranged by Company.
3. **Medical Facilities:** The Contractor shall arrange for medical facilities and qualified Doctor including an ambulance at Contractor's cost. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

10.0 WARRANTY AND REMEDY OF DEFECTS

Refer to relevant clause no. 23.0 under General Conditions of Contract (GCC) of Section-I above.

11.0 MISCELLANEOUS PROVISIONS

11.1 CONTRACTOR'S PERSONNEL:

1. Except as otherwise hereinafter provided, Contractor shall be responsible for the selection, replacement, and determining remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before actual deployment. The Contractor shall not deploy its personnel unless cleared by the Company.
2. The Contractor shall authorize the rig manager / superintendent to liaise with Company's representative & Company's third-party service providers for all day to day operational requirements. Additionally, the rig manager / superintendent should also resolve other day to day matters which arise at site.
3. The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, such relievers must also have the qualification/experience as indicated in Section- II, 'Scope of Work' and Contractor should submit qualification/ bio-data / experience / track record of the personnel.

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

4. The Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to Company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

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

5. **Replacement of Contractor's Personnel:** The Contractor will immediately remove and replace any of their personnel, who in the opinion of the Company is incompetent or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable. The replacement personnel must also have the qualification/experience as indicated in **Clause No. 4.5 (O), Section-II.** The Contractor shall submit qualification/bio-data/experience/track record of the replacement personnel and shall obtain prior approval from Company for the replacement personnel. The replacement of such personnel will be fully at the cost of the Contractor and shall be made within ten (10) days of such instruction from the Company.
6. Contractor shall deploy on regular basis, all category of their employee required for economic and efficient drilling and other related operations.

11.2 CONTRACTOR'S ITEMS:

1. Contractor shall provide Contractor's items and personnel to perform the services under the contract as specified in this document. Contractor shall be liable to obtain any permits or licenses required for the use of Contractor's Items.
2. The Contractor shall be responsible for maintaining at his cost adequate stock levels of Contractor's items including spares and replenishing them as necessary.
3. Contractor shall be responsible for the maintenance and repair of all Contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contract.
4. Contractor will provide full water requirement at rig site and campsite. The camp should have proper water filtration plant or provide bottled drinking water.
5. The Contractor shall provide all fuel & lubricants for operation of Contractor's equipment both at well site and camp site at Contractor's cost. There shall be no escalation in day rates throughout the duration of the Contract including extension, on account of any price increase in fuel/lubricants etc.

6. Contractor will provide electricity at both drill-site and campsite for meeting both Contractors' as well as Company's & Company's third-party requirement.
7. Nil day rates will be applicable in case the operation is to be suspended and rig remains idle for want of Contractor's personnel, items or on account of noncompliance by the Contractor to any of their obligation under this contract.

11.3 LIMITATION OF LIABILITY:

(A) LIABILITY FOR THE WELL:

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

(B) DAMAGE OR LOSS OF THE DRILLING UNIT:

- a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Drilling Unit and its other property 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 subcontractor, 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 Drilling Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the drilling unit(s) 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 drilling unit(s), except for its payment of monies then due or liabilities to be charged in respect of work already done under this contract in respect of that drilling unit(s).

C) LOSS OR DAMAGE OF CONTRACTOR'S DRILLING UNIT OR SUBSURFACE EQUIPMENT:

- a) Except as otherwise specifically provided in the Contract, any damage to or loss, of the Drilling 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 affiliates, agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent from any claim whatsoever or responsibility for any damage to or
- b) If the Drilling Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall stand terminated in respect of the Drilling Unit(s) 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 Drilling Unit(s), except for its payment of money then due or liabilities to be charged in respect of the Work already done under this Contract in respect of that Drilling Unit(s).
- c) If the Drilling Unit or any part thereof or sub-surface 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 Drilling Unit from operating areas to the satisfaction of Company. If the Contractor unreasonably delays in removing the Drilling Unit or any part thereof, Company may remove it and the Contractor shall indemnify and reimburse Company for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by Company 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 Company.

D) OIL'S EQUIPMENT:

Contractor shall assume the risk of and shall be solely responsible for, 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.

E) BLOWOUT OR CRATER: COST OF CONTROL OF BLOWOUT:

In the event any Well being drilled hereunder shall go out of control (Blowout or Crater) due to any causes attributed to the Contractor's negligence, ignorance and failure to act promptly as per SOP or failure of critical rig equipment supplied by the Contractor, the Contractor shall bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold the Company harmless in this regard.

F) USE OF CONTRACTOR'S EQUIPMENT:

Company shall have the right to use the drilling unit and the entire contractor's equipment provided under the contract during such times as company or both company and the contractor are engaged in bringing the well under control.

G) UNDERGROUND DAMAGE:

Operator agrees to indemnify and hold Contractor harmless from any and all claims against Contractor based on any incidents arising out of or occurring during the term of this Agreement on account of injury to, destruction of or loss or impairment of any property rights in or to oil, gas or other mineral substance or water if at the time of the act or omission causing such injury, destruction, loss or impairment such substances had not been reduced to physical possession above the surface of the earth, and including any loss or damage to any formation strata or reservoir beneath the surface of the earth.

H) POLLUTION AND CONTAMINATION:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Operator that the responsibility for pollution or contamination shall be as follows:

- (a) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, drilling fluid and attendant cuttings, pipe dope, paints solvents, ballast, bilge and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from drilling fluid, drill cuttings and any other operations.
- (b) The Company shall assume responsibility for pollution or contamination, unless caused by Contractor's Gross Negligence, including control and removal of same, which may occur due to blowout, cratering, seepage or any other uncontrolled flow of oil, gas, water or other substance.
- (c) In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered as between the Contractor and the 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, getting filled up in the normal course, the same shall be emptied by the Contractor (i.e. disposal of water with the consent of State Pollution Control Board without any liability /obligation on part of Company) after proper treatment as indicated elsewhere in this document in order to avoid overflow in the neighboring areas. In case pits so constructed have seepage from the walls of the pit or bund of the pit, Company will take remedial action to prevent the same at its cost.
- (e) The Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by the Contractor at well site and should take measures to bring the noise level to applicable level as per Central / State Pollution Control Board Norms. Contractor must ensure that there is no disruption of operation due to sound / noise pollutions.
- (d) Contractor shall assume all responsibility and liability for erection/ installation and efficient operation of the mobile Effluent Treatment Plant,

dismantling prior to ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to SPCB Standard (desired output of treated effluent, expected effluent characteristics from various sources & test frequency are given below). conforming to SPCB Standard (desired output of treated effluent, expected effluent characteristics from various sources & test frequency are given below).

**PERMISSIBLE LIMIT OF CONSTITUENTS
IN OUTPUT OF ETP AS PER SPCB**

Sl No.	Parameters	Permissible Limit (not to exceed) SPCB
1	pH	5.5 -9.0
2	Temperature	40° C
3	Suspended Solids	100 mg/L
4	Oil & Grease	10 mg/L
5	Phenolics	1.0 mg/L
6	Cyanides	0.2 mg/L
7	Fluorides	1.5 mg/L
8	Sulphides	2.0 mg/L
9	Chromium (Hexa)	0.1 mg/L
10	Chromium (Total)	1.0 mg/L
11	Copper	0.2 mg/L
12	Lead	0.1 mg/L
13	Mercury	0.01 mg/L
14	Nickel	3.0 mg/L
15	Zinc	2.0 mg/L
16	BOD at 27° C for 3 days	30 mg/L
17	COD	100 mg/L
18	Chlorides	600 mg/L
19	Sulphates	1000 mg/L
20	Total Dissolved Solids	2100 mg/L
21	Percent Sodium	60 mg/L

Name of the sample: Composite sample of drilling mud effluents from Hydro cyclones

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solid	Mg/I	65300
3.	Total Solid	Mg/I	66800
4.	Total Dissolved Solid	Mg/I	1500
5.	M. Value as CaCO ₃	Mg/I	120
6.	Chloride as Cl	Mg/	85
7.	Sulphate as SO ₄	Mg/I	1400
8.	Total Iron as Fe	Mg/I	60
9.	Total Chromium as Cr	Mg/I	5.6
10.	Hexavalent chromium as Cr	Mg/I	< 0.1
11.	Vanadium as V	Mg/I	< 0.2
12.	Total Heavy Metals as Pb	Mg/I	< 0.2
13.	Specific Gravity of Mud		1.03

Physio Chemical Characteristic of drilling mud (WasteWater)

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solids	Mg/I	12990
3.	Total Solids	Mg/I	14490
4.	Total Dissolved Solids	Mg/I	1500
5.	M. Value as CaCO ₃	Mg/I	600
6.	Chloride as Cl	Mg/I	210
7.	Sulphate as SO ₄	Mg/I	25
8.	Total Iron as Fe	Mg/I	-
9.	Total Chromium as Cr	Mg/I	< 0.02
10.	Hexavalent chromium as Cr	Mg/I	< 0.02
11.	Vanadium as V	Mg/I	< 0.1
12.	Total Heavy Metals as Pb	Mg/I	< 0.2
13.	Specific Gravity of Mud		1.0074
14.	Total Oil	% (m/v)	1.0
15.	Free Oil	% (m/v)	0.8
17.	Emulsified Oil	% (m/v)	0.2
18.	BOD at 27°C for 3 days	mg/l	137
19.	COD	mg/l	825

Name of the sample: Sample Collected from vibrating screen

Sl. No.	Parameters	Units	Result
1.	Appearance	-	i. Hard Cake having solid consistency 36%. ii. Lower layer Black uplayer- Gray on dissolution with water in ratio 1.1
2.	Soil to Emulsified mud ratio	-	82:12
3.	Nature of Settling	-	Black mud separates out from emulsified mud in 2 to 4 Hrs.
4.	pH of the upper unsettleable layer	-	7.3
5.	M. Value as CaCO ₃	mg/I	148
6.	Chloride as Cl	mg/I	95
7.	Sulphate as SO ₄	mg/I	1650
8.	Iron as Fe	mg/l	68
9.	Total Chromium as Cr	mg/l	6.0
10.	Hexavalent Chromium as	mg/l	< 0.2

	cr		
11.	Vanadium as V	mg/l	< 1.0
12.	Other Heavy Metals as Ph	mg/l	< 1.0

Test Parameters and tentative Frequency of various tests

Sl. No	Parameters	Permissible Limit (not to exceed) SPCB	Daily Testing at Site	Fortnightly Testing offsite by the Contractor
1	pH	5.5 -9.0	Yes	
2	Temperature	40° C	Yes	
3	Suspended Solids	100 mg/L	Yes	
4	Oil & Grease	10 mg/L	Yes	Yes
5	Phenolics	1.2 mg/L	Yes	
6	Cyanides	0.2 mg/L		Yes
7	Fluorides	1.5 mg/L		Yes
8	Sulphides	2.0 mg/L		Yes
9	Chromium (Hexa)	0.1 mg/L	Yes	
10	Chromium (Total)	1.0 mg/L		Yes
11	Copper	0.2 mg/L		Yes
12	Lead	0.1 mg/L		Yes
13	Mercury	0.01 mg/L		Yes
14	Nickel	3.0 mg/L		Yes
15	Zinc	2.0 mg/L		Yes
16	BOD at 27° C for 3 days	30 mg/L		Yes
17	COD	100 mg/L	Yes	
18	Chlorides	600 mg/L	Yes	
19	Sulphates	1000 mg/L	Yes	
20	Total Dissolved Solids	2100 mg/L	Yes	
21	Percent Sodium	60 mg/L		Yes

11.4 SUBCONTRACTING

Refer to relevant clause no. 24.0 under General Conditions of Contract (GCC) of Section-I above.

12.0 GOODS AND SERVICES TAX:

- 12.1** In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

12.2 “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.

12.3 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

12.4 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

12.5 **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.

The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

12.6 **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.

The bids will be evaluated based on total price including GST.

- 12.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 12.8 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 12.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 12.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 12.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 12.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

- 12.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 12.14 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.
- 12.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 12.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 12.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 12.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 12.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 12.20 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.
- 12.21 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.
- 12.22 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.

- 12.23 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.
- 12.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.25 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.
- 12.26 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 12.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 12.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

12.29 Documentation requirement for GST

The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;

- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- p) The original copy being marked as ORIGINAL FOR RECIPIENT;
- q) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- r) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

12.30 Anti-profiteering clause

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. The Supplier of Goods / Services may note the above and quote their prices accordingly.

- 12.31 In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

13.0 DETAILS OF THE SERVICES HIRED:

CONDUCTING DRILLING OPERATIONS:

- 13.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.
- 13.2 Wells shall be drilled to a depth as specified in the drilling programme but subject to the condition that Company may revise the well depth either lesser or deeper than originally planned. However, it shall be within the capacity of drilling rig.
- 13.3 The drilling Unit and all other equipment and materials to be provided by

Contractor shall be in good working condition, capable of doing/providing the intended jobs/services.

- 13.4 The drilling programme provided by Company shall primarily include planning of the following:
- a) Well structure & deviation plan.
 - b) Casing programme.
 - c) Well head assembly including production well head.
 - d) Expected formation details.
 - e) Mud rheology and physio-chemical parameters.
 - f) Coring programme (if any).
 - g) Cementing programme.
 - h) Drill stem testing programme (if any).
 - i) Wireline logging programme.
 - j) Mud hydraulics programme.
- 13.5 Well testing programme provided by the Company primarily may include the following:
- a) Well testing programme.
 - b) Well head assembly, blow out prevention system.
 - c) Details of workover string.
 - d) Mud hydraulic programme.
 - e) Cement repair programme (if any).
 - f) Wire line logging programme.
 - g) Drill out plug and packers (if any).
 - h) Casing repair job.
 - i) Gas and water injection programme.
 - j) Wire line operation including perforation.
- 13.6 Completion of drilling shall occur when the well is drilled to the required depth with casings lowered, cemented, logged satisfactorily, hermetically tested, and drill pipes broken off in singles, initial production testing carried out & well plinth cleared from all debris/pollutants unless otherwise advised by the Company.
- 13.7 **Operation of Drilling Unit:** Contractor shall be solely responsible for the operation of the Drilling Unit including but not limited to supervising rig move operations and positioning and rigging up at drilling location as required by Company as well as such operations at drilling locations as may be necessary or desirable for the safety of the Drilling Unit.
- 13.8 **Safety & Environment:** Contractor shall observe such safety & environment regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines Act, Oil Mines Regulation Act 2017, guidelines of OISD, CPCB, SPCB, & MoEF& CC and CEA Regulations (2010) safety rules etc. Contractor shall take all measures necessary to provide safe working conditions and shall exercise due care & caution in preventing pollution, fire, explosion and blow out, and maintain firefighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills; BOP tests etc. as may be required by Company at prescribed intervals.
- 13.9 **Coring:** Contractor shall have to take either rat-hole or full-hole, conventional

or diamond cores between such depths as specified by Company and in the manner requested by Company in consultation with Coring Service Expert, to be hired separately by Company along with relevant coring equipment.

- 13.10 **Cuttings:** Contractor shall save and collect cuttings samples according to Company's instructions and place them duly labeled in containers.
- 13.11 **Hole Inclination:** The Contractor shall do their best in accordance with good oilfield drilling practices to maintain the verticality of the hole as specified by the Company in the drilling programme. However, OIL reserves the right to deploy / engage Vertical Drilling Services (VDS) as third-party services in order to maintain the verticality of the hole to be drilled at its own discretion. In such case the Contractor should extend all required help to VDS for carrying out the operation smoothly.
- 13.12 **Planned Deviation Drilling:** Contractor shall do his best in accordance with good oilfield drilling practices to assist the directional drilling expert & services if hired by the Company to maintain deviation of the hole within the limit to be specified by the Company. However, the wells in Dima Hasao and Karbi Anglong have been planned for vertical drilling only.
- 13.13 Contractor shall assist in performing any tests to determine the productivity of any Formation encountered as may be directed by Company. Such tests and services may include, but not limited to electric logging, drill stem tests, surface production testing, perforation of casing, acidizing, swabbing, fracturing and acid fracturing. Specialized Tools and personnel for these operations will be provided by the Company.
- 13.14 **Depth Measurement:** Contractor shall at all times be responsible for keeping accurate record of the depth of the hole including the various components of drill string, fishing string, tubular, casing, etc. or any other tool run into the hole and record such depth on the daily drilling report and tally books. OIL shall have the right at any time to check measurements of the depth of the hole in any manner.
- 13.15 **Plug back and Sidetrack:** Upon being requested to do so by the Company, the Contractor shall cease drilling and carryout side-tracking of the hole after plugging-back (if required) to be done by Company's engaged third party Cementing Services. All required help for plugging-back operation should be extended by the Contractor.
- 13.16 **Casing and Cementing:** Lowering and / or pulling out (if required) of casing / liner are Contractor's responsibility. Contractor shall use best international oilfield practices for handling, running and setting the supplied casing / liner to the required depths as instructed by the Company. In case the casing / liner are required to be retrieved, the Contractor shall take full precautions for safely retrieving & keeping the same segregated at a suitable place. (Note – Liner Hanger Services will be hired separately/provided by Company)

The cementation of casing / liner will be carried out by the Company's third-party cementing service provider. However, the Contractor shall extend all required assistance for the entire cementing operations. Contractor shall allow cement to set for a length of time as specified by the Company. During such time, Contractor shall assemble blowout prevention equipment and test the same in a manner satisfactory to Company and otherwise make preparation for subsequent work. After cement has set, casing job shall be tested in a manner satisfactory to Company, and Contractor shall continue such testing

until results satisfactory to Company are secured. Any re-cementing or repairs to casing will be done at Company's discretion.

- 13.17 The Contractor is required to provide all necessary assistance as per standard international drilling practice to Mud Engineering Service Provider to be hired separately by Company for effective maintenance of drilling fluid parameters in accordance with specifications and/or formulations set forth by the Company.
- 13.18 In the event of any fire or blowout, Contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control.
- 13.19 **Adverse Weather:** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in exercising this clause.
- 13.20 **AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out drilling, testing, completions, abandonment, if any and all other operations, in accordance with the well drilling and completion programme to be furnished by Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good oilfield practices.
- 13.21 **WELL POLICY:** The drilling policy given in this document is tentative only. The depth, nature, area or all other factor may vary depending on the actual requirement at and during the time of commencement of the contract. The Contractor shall be bound to honour those changes made by Company from time to time, if any.
- 13.22 **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.

14.0 HSE POLICY:

A). COMPREHENSIVE 'HSE' GUIDELINES:

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

Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

- 14.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 14.4 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 14.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 14.6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.
- 14.7 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
 - a. MVT can be arranged by OIL for the personnel working in rig.
 - b. IME/PME has to be done as per the Mines Rule requirement in nearby authorized hospital.
- 14.8 The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 14.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 14.10 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction

given by Company's representative for safe operation.

- 14.11 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 14.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 14.13 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 14.14 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 14.15 If the Company arranges any safety class / training for the working personnel at site (Company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 14.16 The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. **The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.**
- 14.17 To arrange daily tool box meeting, Job Safety Analysis (JSA for critical jobs) and regular site safety meetings including pit level meeting and maintain records.
- 14.18 As per DGMS circular & Gazette Notification for Maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format by the Contractor.
- 14.19 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 14.20 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 14.21 Contractor's arrangements for health and safety management shall be consistent with those of the mine owner.
- 14.22 In case Contractor is found non-compliant of HSE laws as required, Company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 14.23 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will

have the right to direct the contractor to cease work until the non-compliance is corrected.

- 14.24 The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 14.25 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 14.26 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations pertaining to Health, Safety and Environment.
- 14.27 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.
- 14.28 Contractor should maintain T-Cards of all the persons at site for prompt counting of heads in case of emergency and other safety related issues.
- 14.29 Contractor shall provide all necessary fire-fighting and safety equipment as per laid down practice and as specified under OISD - STD - 189 and OMR. Additionally, considering the remoteness of location additional one no. of trailer fire pump (minimum capacity 1800 LPM at 7 kg/cm²) to be kept as standby and additional water tank (minimum capacity 53 kl) to be kept at site.
- 14.30 Fire protection at drilling sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing at least three competent persons trained in the field of basic firefighting course (from any board or an institute recognized by state/central government of India) as per OISD-GDN-228 on any shift at the rig site.
- 14.31 The Contractor shall submit details of measures adopted towards management of environment protection (waste management/engine emissions/Noise monitoring/water management etc.) and improving the quality of the environment for submission of Environmental Statement to the SPCB for every financial year.
- 14.32 Documentation, record keeping of all safety practices should be conducted as per international/ Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

B). MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE (MoEF & CC) GUIDELINES:

- i) Pre-commissioning rig inspection, safety meeting, tool box meetings, job safety analysis & audit shall be carried out to identify hidden/ potential hazards

including risk register and ERP (Emergency Response Plan).

- ii) The DG sets shall have suitable acoustic enclosures to contain the noise level within the CPCB specified limits. The Contractor shall regularly measure the noise levels at noise generating sources and at the periphery of the well site. Necessary mitigation measures shall be adopted to reduce noise levels at source and at the drill sites to meet the norms notified by MoEF & CC and CPCB. Height of all stacks / vents shall be provided as per CPCB guidelines. Noise meter should be available with the rig package.
- iii) The emissions of RSPM, SPM, SOX, NOX, and HC & VOC from DG sets shall conform to the standard prescribed by MoEF & CC and CPCB. Regular monitoring of Ambient Air of HC and VOC shall be carried out as per CPCB guideline. Stack height attached to DG sets shall be as per CPCB guidelines and shall have suitable emission measurement/monitoring device. Engine exhaust/emission monitoring records in compliance of the CPCB norms shall be submitted once in every two months.
- iv) The test and monitoring reports of the treated effluents, both for liquid and solid effluents in compliance of the CPCB norms and duly acknowledged by the SPCB, shall be submitted in every month.
- v) The overall noise level in and around the plinth areas shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels shall conform to the standards prescribed under EPA rules, 1989.
- vi) Water withdrawal and consumption details shall be recorded/monitored and report shall be submitted in every month.
- vii) To prevent well blowouts, during drilling operations, Blow out Preventer (BOP) system shall be installed. Blow out preventer measures during drilling shall be focused on maintaining well bore hydrostatic pressure by proper pre-well planning and drilling fluid logging etc.
- viii) Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

15.0 NOTICE

- 15.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

- a) **For technical and contractual matters:**
Executive Director (BM-Frontier)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Email: indrajitbarua@oilindia.in
Ph. No. 0374-280-7458

b) **Contractor**

Fax No. :

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

16.0 SPECIAL OBLIGATIONS:

16.1 CONTRACTOR'S SPECIAL OBLIGATIONS:

1. It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to the Drilling Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat Company's representative at well site as being in charge of all Company's and Company designated personnel at well site. The Company's representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programs, equipment and stock, examine cuttings and cores, inspect works performed by Contractor or examine records kept at well site by Contractor.
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 drilling, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if contractor request, be confirmed in writing by Company's representative.
3. **Confidentiality of Information:** All information obtained by contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, coring, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than Company's representative. This obligation of contractor shall be in force even after the termination of the Contract.
4. Contractor shall carryout normal maintenance of Company's items at well site excepting for those items which contractor is not qualified to, or cannot maintain or repair, with its normal complement of personnel and equipment.
5. Contractor should furnish the list of items, which are required to be imported by Contractor for execution of this contract, in the format specified in Proforma – A (ref. PART-4), towards which the recommendatory letters to the Directorate General of Hydrocarbons (DGH), New Delhi would be issued subsequently by Company on request for clearance of goods from Indian customs by Contractor at concessional (nil) rate of customs duty.
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 of Road Permits and payment of Entry Tax for bringing Contractor's equipment/materials to Work place shall be Contractor's responsibility.

Electrical overhead line / electrical obstructions clearance shall have to be arranged by the Contractor. This covers all movements of the rig, including initial deployment to designated well-site, and from there to subsequent well sites as required.

7. In case the Contractor imports the equipment etc. on re-exportable basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within sixty (60) days of notice of de-mobilization issued by 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 Performance Security.

16.2 COMPANY'S SPECIAL OBLIGATIONS

1. Company shall at its cost, provide items and services as shown in this document.
2. Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the contract.
3. **Ingress and Egress at location:** Company shall provide Contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, including any certificate required for permits or licenses for the movement of Contractor's personnel. Should such permits / licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate will be applicable.

17.0 RECORDS, REPORTS AND INSPECTION:

WELL RECORDS: Contractor shall keep an authentic log and history of each well on the daily drilling report prescribed by Company and upon completion or abandonment of the well, deliver to Company, the original history and log, book, properly signed and all other data and records of every nature, relating to the drilling, casing and completion of the well. Such reports shall include the depth drilled formations encountered and penetrated, depth cored and footage of cores recovered, during the preceding twenty-four (24) hours, details of BHA in hole, details of drilling parameters maintained and any other pertinent information relating to the well.

Contractor shall also provide the Company -

- i) Daily drilling report on IADC pro-forma duly certified by Company's representative along with daily record-o-graph or drill-o-meter chart. Hardcopies along with softcopies of Daily report of all critical parameters from the Drill watch system shall be generated in a prescribed soft format and send to concerned Company Representative.

- ii) Daily mud report on IADC pro-form including mud stock, daily consumption and stock position of chemicals and daily mud hydraulics.
- iii) Daily report on P.O.L. consumption.
- iv) Daily report on effluent management with chemical analysis report of the output samples.
- v) Deviation charts/records on daily basis. Whenever applicable.
- vi) Casing tally/Tubular tally details: After each job.
- vii) Bit performance record: After completion of each well.
- viii) Well completion/well abandonment: After completion of a well successfully, Contractor will provide drilling and 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. Entire Drilling Data for a particular well from the Drill watch system shall be given to the Company Representative in soft form in a transferrable storage device like Pen drive, DVDs or external Hard Drives so that the data can be accessed in future for reference.
- ix) Daily roster of contractor's personnel.
- x) Contractor shall maintain inventory of rig equipment & accessories at site, indicating their respective models, serial numbers, vintage, specifications etc. The Contractor shall maintain inventory list endorsed by the Company representative and any addition & deletion of items will be intimated to Company representative.
- xi) All items including consumables if imported against Essentiality Certificate (EC) under 'concessional' (Nil) Customs Duty shall be recorded in the proper format, indicating date of receipt, type, consumption, date of replacement etc.
- xii) The Contractor shall complete re-export formalities upon completion/termination of this contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities which were provided by Company at the time of import against this contract.

17.1 RECORDS & DOCUMENTS TO BE MAINTAINED AT WELL SITE:

Documentation, record keeping of all safety practices should be conducted as per applicable international/Indian laws, acts, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment)

policy manual, SOP (safe operating practices), risk register & bridging document should be available at site. Compliance of these shall be the sole responsibility of the Contractor.

LIST OF RECORDS / REGISTERS / FORMS / DISPLAY TO BE MAINTAINED AT WELL SITE

1. Pressure test of BOPE and choke & kill manifold
2. BOP function test
3. BOP Pressure Test
4. BOP drill
5. Fire Drill
6. Hot work / cold work permit
7. Casing line inspection / ton mileage
8. Training record (FF, FA, MVT, Well control)
9. PME of employees
10. NDT of mast & substructure and handling tools
11. Records of all mechanical equipment
12. Records of all Electrical equipment
13. Records of all Instrumentation System
14. Periodical inspection of all equipment
15. Display of all statutory signboards
16. Display of Blow out contingency plan
17. Display of Fire contingency plan
18. Display of First Aid trained personnel during the shift
19. Display of Fire Fighting trained personnel during the shift
20. Display of First-Aid Action for electric shock
21. Minutes of all safety audit including pre-spud
22. Minutes of Pit level safety meeting & Tool Box meeting
23. Safety circulars
24. Copy of OMR
25. Copies of Relevant OISD standards
26. Copy of Safe Operating Procedure (SOP)
27. Copy of GTO (Geo-technical order) / Well Policy
28. Copy of DPR (Daily progress report)
29. Installation manager's instruction book
30. BOP kill sheet
31. Trip sheet
32. Form-A (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
33. Form-B (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
34. Form-D (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
35. Form-E (It should be as per modified format by Gazette Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
36. Form-K (Return of Minor accidents)
37. Form-J (Return of reportable accidents)
38. Copy of Contract with the Company
39. Any other relevant records as deemed fit

18.0 WAIVERS AND AMENDMENTS:

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

19.0 CUSTOMS DUTY

- 19.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

- 19.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 19.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 19.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case

of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- 19.5 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 19.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

20.0 **CONFIDENTIALITY:**

Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

- 20.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by Company.
- 20.2 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Drilling Unit to another sphere.
- 20.3 Contractor shall forbid access to the Drilling Unit to any people not involved in the drilling operations or not authorized by the Company to have access to the drilling Unit, however, this provision is not applicable to any Government and/or police representative on duty.

21.0 **RIGHTS AND PRIVILEGES OF COMPANY:**

Company shall be entitled: -

- 21.1 To check the Drilling Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per

Section IV 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.

- 21.2 To change the drilling programme, mud programme, well depths to complete or abandon any well at any time.
- 21.3 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.
- 21.4 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.
- 21.5 To order suspension of operations while and whenever:
 - a) Contractor's personnel are deemed by Company to be not satisfactory, **or**
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract. **or**
 - c) Contractor's equipment turns into a danger to personnel on or around the rig or to the well, **or**
 - d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the contract. **or**
 - e) Contractor fails to meet any of the provisions in the contract. **or**
 - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel. **Or**
 - g) Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.
- 21.6 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.

22.0 EMERGENCY:

- 22.1 Without prejudice to **Clause No. 11.3 (F)** 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.
- 22.2 In such event, Company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.
- 22.3 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.

23.0 DURATION:

The rates, terms and conditions shall continue until the completion or abandonment of the last well being drilled and completion of testing operation.

24.0 FIRM PRICE:

The rates payable under this Contract, shall be firm during the Contract period including the extension period, if any, as mentioned under Clause 1.2.10 of the Section-I 'General Conditions of Contract'.

25.0 HEADINGS:

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

26.0 DEFICIENCY: In the event of the Contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in Section-II, Clause 7.6(I), the penalty shall be levied at the following rates.

FAILURE	PENALTY
a) Failure to provide Area Manager and tool pusher /Tour Pusher	a) At the rate of 5% of the operating day rate for the period of non-availability of the Area Manager /Tour/Tool Pusher separately in each case.
b) Failure to provide Driller and Asstt. Driller	b) At the rate of 3% of the operating day rate for the period of non-availability of the Driller and Asstt. Driller separately in each case.
c) Failure to provide other key personnel excepting these mentioned in 'a' & 'b'.	c) At the rate of 3% of the operating day rate for the period of non-availability of each key personnel excepting those mentioned in 'a' & 'b' above.

NOTE:

1. The above penalty rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.
2. Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
3. Contractor will be paid for zero rates if operation is suspended for non-availability of key personnel.

27.0 SUSPENSION AT COMPANY'S REQUEST: The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated

duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid as per the provisions of **Clause 8.0 of Section - IV 'Schedule of Rates'**. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. The total suspension period during the Contract duration shall not exceed 3 (three) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.

28.0 INTER-LOCATION RIG MOVE STANDARD

- 28.1 Time allowed for inter-location movement of entire rig package for a distance up to 30 (thirty) Kms shall be 20 (twenty) days. For more kilometer-age, the time allowed shall be in proportions of 05 (five) days for each 30 (thirty) km or part thereof.
- 28.2 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 will be payable for extended period due to force majeure conditions.
- 28.3 The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as mentioned above, of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

29.0 PREVENTION OF FIRE AND BLOWOUTS

- 29.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform the Company's Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.
- 29.2 The Contractor shall conduct testing of the BOPs as per OMR &/or OISD Std. RP174. Contractor shall record results of all such tests in the daily drilling report.
- 29.3 Bridging document & Risk Register to be prepared by the contractor, mentioning Contractor's role in case of fire / uncontrolled release of well fluid or any other such eventualities.
- 29.4 Mutual Aid Scheme to be made with District Administration, District Fire Brigade and documented.

30.0 DISCIPLINE:

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall

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

31.0 WATER MANAGEMENT:

- i. The Contractor is solely responsible for making available the required water for well site & campsite use. The sinking of deep tube wells at the respective sites and installation/ operation of water pumps, extraction of water from deep tube wells or collection from natural sources nearby including treatment of same for rigs as well as camp shall be the Contractor's responsibility. Supply of water from any alternate sources shall be the sole responsibility of the Contractor, if no water is found at the exact camp or well site.
- ii. Strict control has to be made on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- iii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be rectified.
- iv. Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

Note:

- i) In case, the rig remains idle for want of acceptable quality water, then 'nil' Day Rate shall be applicable for the entire period of shut-down.
- ii) In case of total mud loss into the formation while drilling or in case of firefighting, if the whole water stock is consumed, then 'nil' Day Rate will not be applicable. However, the Contractor has to take urgent & all effort to replenish the stock immediately in order to tackle the water problem.
- iii) To cater the need of all emergencies an alternate adequate water source should be identified & arrangement should be kept ready to provide water to camp / well-site to meet the emergencies.

32.0 COLLECTION OF USED/ BURNT LUBE OIL:

The used lube oils and floating burnt oil, if any, in the effluent pit has to be lifted, collected into drums and disposed to registered recyclers or reused by the Contractor.

33.0 CIVIL ENGINEERING WORK:

All Civil Engineering jobs associated with preparation of approach road, well site plinth, rig foundation (with cellar) etc. will be the Company's sole responsibility. However, the bidder shall submit the following along with their bid in order to assess the quantum of civil engineering works required:

- a) Rig layout drawing clearly indicating areas where road / hard standing are required.

- b) Substructure foundation design and detailed working drawing.
- c) Cellar foundation design and detailed working drawing. Also, indicate maximum allowable cellar foundation size.
- d) Structural configuration and load distribution of the rig package/ equipment.
- e) Detailed design and working drawing of any other equipment requiring cement/concrete foundation.
- f) All approach roads to well site and hard standing of well sites will be made from gravel locally available without any black topping whatsoever as per prevailing practice.

END OF SECTION-III

&&&

Part-3
SECTION IV
SCHEDULE OF RATES

The rates/charges as agreed by the parties and payable by Company to the Contractor towards full and proper performance of their contractual obligations is line with the provision of the contract shall be made strictly as per PERFORMA-B & B1 (The quantity/parameter/volume / no of days etc shown against each item in the table are tentative as assessed by the Company and valid for Bid Evaluation purpose only) on the basis of actual utilization/work done at the agreed rates. All “Day Rate” charges are for 24 hours a day basis. But for the part of a day, the same shall be payable on pro-rata up to nearest hour basis. Bidders offering more than one Rig and chose to quote different rates against their offered rigs are required to quote rates for each rig separately in similar format. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in PROFORMA-B only.

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

- 1.1 In case the rig package is contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.
- 1.2 Mobilization charges should include mobilization of Rig package (including ETP) together with all equipment/accessories, tools, materials (spares & consumables etc) and manpower as mentioned in SECTION-II.
- 1.3 Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize the entire rig package, stores and crew to the first drilling location as identified by the Company and shall include all local taxes & levies (including State Entry Tax), port fees, transportation/freight & insurance etc. but excluding Customs duty for which OIL will issue recommendatory letter to DGH for Essentiality Certificate (EC) for availing NIL custom duty (wherever applicable).
- 1.4 The first location (tentative location at Dima Hasao) is around 470KM from Duliajan.
- 1.5 Mobilization charges shall be payable only when all materials, equipment and crew are mobilized at site and the well is actually spudded-in at the first designated drilling location (completion of mobilisation) as certified by Company (OIL).
- 1.6 Company will issue Recommendatory Letters on the basis of documents to be provided by the Contractor for import of items, if envisaged in **Proforma-A**, for Contractor to obtain necessary Essentiality Certificates from the Directorate General of Hydrocarbon (DGH), India to avail nil/concessional Customs Duty. However, responsibility for securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs authority will exclusively rest on the Contractor.
- 1.7 **Mobilization charges quoted by bidder should not exceed 7.5 % of the total contract value.**

2.0 DEMOBILIZATION CHARGES (LUMP SUM) (D)

- 2.1 Demobilization charges for the complete Rig package and manpower shall be quoted on lump sum basis and shall include all charges for demobilization of the complete Rig package, unutilized spares & consumables etc. from the site.
- 2.2 All charges connected with demobilization including all fees, taxes, insurance, freight on export outside India or to any other place will be to Contractor's account.
- 2.3 Demobilization charges shall be paid one time to the Contractor for demobilizing the complete rig package including Tools/Equipment/Spare/ Accessories etc. after successful completion of all contractual obligations including Re-export/ block transfer –if any.
- 2.4 All Day Rates/Charges of the Rig package/operation shall cease to exist with effect from the date and time or event as to be specified by Company in the demobilization notice. No charges whatsoever will be payable thereafter.
- 2.5 **The Demobilization Charges should not be less than 2% of the total contract value.**

3.0 **OPERATING DAY RATE (Per 24 Hrs. day) (ODR)**

- 3.1 Except when specially otherwise provided for in the contract, the Operating Day Rate (ODR) will become payable from the time the well is spudded (after drilling rat & mouse hole and setting of scabbards, mouse hole pipe and grouting of false conductor) until the rig is released for move to the next location during the following operations:

- Drilling
- Coring (taking core)
- Tripping with Contractor's drill pipes
- Circulating drilling fluid
- Fishing
- Reaming, conditioning hole, hole opening
- Making up and breaking down drill pipe, collars tubing and other tubular
- Drilling out cement, collar and shoe
- Tripping of production string
- Any other operations with use of Contractor's drill pipes
- Casing running and cementation
- Mixing or conditioning mud with Contractor's drill pipe in the hole
- Retrieving casing
- Well killing / controlling
- Any other operation normally required for well completion

4.0 **STAND BY DAY RATE (Per 24 Hrs. day) (SDR)**

Except when specially otherwise provided for in the contract, the Standby Day Rate (SDR) will be payable under the following conditions:

- Waiting on cement
- Assembling and dis-assembling of BOP and well head hook-up.
- Electric logging and wire line operations (both open and cased hole)
- Production testing with Company's drill pipe or tubing
- Waiting on order
- Waiting on Company's equipment, materials and services.
- For all time during which the Company at its option may suspend operations.

- Waiting for day light for certain production testing/logging operation.
- Deficient functioning or none performing of ETP during operation of rig

Note: Stand by day rate (SDR) shall be 90% of the operating day rate (ODR).

5.0 REPAIR DAY RATE (Per 24 Hrs. day) (RDR)

- 5.1 The Repair Day Rate (RDR) shall be payable when operations are suspended due to break-down or repair of contractor's equipment.
- 5.2 The Contractor shall be paid Repair Day Rate to a maximum of 30(Thirty) cumulative hours per calendar month. In case the total hours of break-down or repairing of Contractor's equipment exceeds 30 (Thirty) hours in any particular calendar month during the tenure of the contract, the Repair Day Rate will be applicable for the initial 30 hours only and no payment whatsoever will be made by Company for the remaining period lost on this account. Neither the same can be carried forward and/or adjusted against any other calendar month.
- 5.3 This above clause No. 5.2 shall, however, not be applicable for routine maintenance including inspections/ lubrications and replacements, e.g. changing swivel wash pipe packing, slipping and/or cutting casing line, changing pump liners, valve assemblies, packings, etc. Contractor will be permitted to carry out these jobs up to a maximum of 30 cumulative hours per calendar month depending upon requirements, during which normal Operating Day Rate will be payable. In case, the total time taken for carrying out these jobs exceed 30 (thirty) hours in any particular calendar month, Repair Day Rate shall be payable for the time taken in excess of 30 hours. The balance allowance for repair hours or routine maintenance cannot be carried forward to next month and /or adjusted against any previous months.
- 5.4 **Payment towards rig repair day rate shall be 50% of the operating day rate.**

6.0 INTER LOCATION MOVE RATE (ILM):

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

a) Fixed Charge (Lumpsum) for Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 15 m.	(ILMO)
d) Fixed Charge (Lumpsum) per rig move up to 30 Km.	(ILM1)
e) Kilometre-age charges for rig movement in excess of 30 Km. This will be in addition to lumpsum rate ILM1 up to 30 Km as mentioned in 'b' above.	(KILM)

- 6.2 Inter-location movement operation will start from the moment the company releases the drilling unit for rig down at present location and shall end after the rig up at next location is completed and the well is spudded in. Rig & all materials including the additional and optional items, if any, are to be transferred after rig down and rig up at the next location is completed and the well is spudded. Before

spudding in, the Contractor shall complete all jobs, including, but not limited to, rig up of service lines, block, hook etc, drilling and setting scabbards of mouse & rat hole, compliance/rectification to meet safety norms and any other job normally done prior to spudding in. The inter-location movement of Rig package should be completed within the period as specified in **Clause 28.0** under Section -III (Special Conditions of Contract).

6.3 The Inter location movement operation will include the clearing of the drilling location off all materials, rig parts and made free from all pollutants for restoration of the drill-site.

6.4 No day rate under para 3.0, 4.0, 5.0 & 7.0 or any other day rate hereof will be payable when Inter-location move rate is applicable.

7.0 **FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (FMDR)**

7.1 The Force Majeure Day Rate shall be payable during the first 15 (fifteen) days period of occurrence of force majeure situation pursuant to Clause No. 31.0 "Force Majeure" of Section-I (General Conditions of Contract). No payment shall accrue to the Contractor beyond the first 15 (fifteen) days period unless mutually agreed upon.

7.2 **Payment towards force majeure day rate shall be 50% of operating day rate (ODR).**

8.0 **STACK DAY RATE (STDR)**

The Stack Day Rate (STDR) shall be payable when the Drilling Unit and other Contractor's Equipment is stacked/ operation is under suspension in accordance with **Clause 27.0 of Section- III** and as further set out below:

- i) If Company notifies the Contractor that the Drilling Unit is to be stacked at its current location, the Standby Day Rate (SDR) shall apply for the first 5 (five) days from the time of such notification and Stack Day Rate shall apply thereafter. Stack Day Rate shall apply until such time as the Drilling Unit is ready to recommence Drilling Operations after the notification from Company to commence the operations.
- ii) If Company notifies the Contractor to stack the Drilling Unit at a different location; the Stack Day Rate shall apply from the time that the Drilling Unit arrives at the stacking site. Inter Location Move rate shall apply during the period that the Drilling Unit is being moved to/ from the stacking site.
- iii) Should "Stack Day" condition as stated above occurs the Company shall review the condition/situation during initial 90 days of stack day rate and the company may at its discretion terminate the contract which shall be intimated as per Clause No. 44.0 (Termination) in GCC
- iv) **Payment towards "Stack Day Rate" shall be 50% (Fifty percent) of Operating Day Rate.**

9.0 **NIL DAY RATE (NDR)**

9.1 Nil Day Rate (NDR) will be applicable incase the operation is to be suspended and rig remains idle for want of Contractor's Personnel, items or on account of non-compliance by the Contractor to any of their obligation under this contract.

- 9.2 Nil day rates will also be applicable during the entire period of change over from top drive system to Kelly drive system or vice-versa (i.e. from stoppage of operations till the operation is resumed) in case the top drive system becomes inoperative & is replaced with Kelly drive system for continuation of operations and vice-versa.

10.0 CHARGES FOR ADDITIONAL MEALS & ACCOMMODATION:

- 10.1 Charges on per meal per day basis & accommodation will be payable only if strength of Company's /Company's other contractors' personnel or any other Company designated personnel taking food at site and/or accommodation exceeds 20 (Twenty) persons on any given day during the contractual period.
- 10.2 The Contractor will have to arrange catering services, sanitation, laundry services & accommodation for their employees as well as for Company employees and employees of other Contractors engaged by the Company at drill site for performance of various drilling associated services like Mud Engineering, Mud logging, Cementing, Wireline Logging, Coring, Production testing, Liner Hanger, Vertical/Deviation Drilling Services and others or for any other Company designated personnel. Catering Services include bed tea, breakfast, lunch, evening tea with snacks and dinner. No charges will be payable by the Company for providing catering services, sanitation, laundry services & accommodation up to a maximum of 20 (Twenty) nos. of such personnel a day. For any extra personnel beyond the above mentioned 20 (Twenty) persons designated by the Company on any day, catering services & accommodation will be provided by the Contractor on payment basis as per the rates quoted/agreed on per meal basis. The Contractor will have to provide food & accommodation to such additional personnel throughout the contractual period when required without any compromise with standard menu and quality & hygiene on payable basis. The Contractor should maintain proper records/register and their monthly invoices must be duly supported by such records.

11.0 EFFLUENT TREATMENT PLANT DAY RATE (ETP-DR)

Effluent Treatment Plant (ETP) is a statutory requirement and essential for management of effluents in a drilling site. Following situations and related rates shall be payable when ETP is operated satisfactorily meeting all the standards.

- 1) ETP is expected to run during all the operations in the drilling site starting from spud-in to rig release. A 100% (hundred percent) of all applicable day rates under para 3.0, 4.0 & 5.0 as mentioned above will be payable only when ETP runs in parallel throughout the day.
- 2) For the part of a day, when ETP operation is halted because of any other reasons except the below mentioned reasons, an amount equal to 10% of the applicable day rates under para 3.0, 4.0 & 5.0 as mentioned above shall be deducted on pro-rata up to the nearest hour basis.

Reasons/ Exceptions for ETP shut down:

- a. Shut down due to technical faults up to 30 hours in a calendar month. The balance allowance of 30 hours in a month cannot be carried forward to next month and /or adjusted against any previous months.

- b. For all time during which the Company at its option may suspend operations.
- 3) The Effluent Treatment Plant Day Rate (ETP-DR) shall be payable only when the ETP is run independently due to Environment related urgencies and when other rig operations are suspended.

12.0 **CIVIL WORK INVOLVEMENT**

Company shall provide foundation for the standard rig equipment including hard standing and cement concreting areas, effluent pit provision, toilets as per OIL's standard in the well plinth etc. Any additional civil work involvement besides the standard indicated plinth area/civil work should be highlighted by the bidder in the technical bid.

END OF SECTION-IV

&&&&

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED INCONNECTION 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 = C x D	F	G = F + E	H	I = G+H	J	K	L

NOTE:

- 1.0 The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as 'YES' in column 'J'.
- 2.0 The items, which are of consumable in nature should be indicated as 'NO' in column 'J'. However, the unutilized Spares and Consumables must be re-exported by Contractor after expiry/termination of the Contract and bidders must confirm the same.
- 3.0 3.0 For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column 'L'.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

IFB No. CNI7579P22

PROFORMA-B

PRICED BID FORMAT

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”
TAB OF THE OIL’s E-TENDER PORTAL**

&&&&&&&&&&

BID FORM

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

Sub: IFB No. CNI7579P22

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 issue of LOA.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 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 _____ 202_.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal 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 indicated as per above format and submit along with their bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

Bid Securing Declaration

(to be submitted on Bidders's letter head)

M/s. Oil India Limited

.....,

.....

Tender No. : CNI7579P22

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a Bid Security, which is in the form of a Bid-Securing Declaration.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document, we will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

**Name and Signature of
Authorized Signatory and Company Seal**

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
FRONTIER BASIN PROJECT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the -----day of -----

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the 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 must ensure the following:

- (a) The Bank Guarantee issued by the bank must 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 indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- (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.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

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 Duliagan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose; 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. **CNI7579P22**

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----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 Intent 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 Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Schedule of Rates.

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 Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

To:

ED (BM-Frontier)

Oil India Ltd.,

P.O. Duliajan - 786 602

Assam, India

Sir,

Sub: OIL's IFB No. CNI7579P22

We _____ confirm that Mr. _____ (Name and address) as 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

TO,
ED (BM-Frontier)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub: OIL's IFB No. CNI7579P22

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan 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.

&&&&&&&&

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 upto _____ are correct.

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

**To
ED (BM-Frontier)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES FOR TENDER NO. CNI7579P22

DESCRIPTION OF WORK/ SERVICE:

Sir,

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

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

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

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

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

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

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

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

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

(Seal)
Date_____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CNI7579P22**. 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 Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and

undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section: 9 -Pact Duration

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

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

Section: 10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

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

For the Principal

Place: Duliajan

Date: --.--.2020

For the Bidder/Contractor

Witness1:

Witness 2:

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&&

To

**ED (BM-Frontier)
Oil India Limited
Duliajan-786602**

Sub: Undertaking for Mobilization

I, (Name of the firm.....) hereby agreed, that I will complete mobilization within **150 (One Hundred and Fifty) days from the date of Mobilisation Notice from OIL after issuance of Letter of Award (LOA)**. I, further, declare that equipment and personnel deployed against this contract will be in compliance with vintage criteria and experience respectively specified in the Contract document.

The date on which Contractor's Rig & accessories along with the personnel, tools and equipment etc. are properly positioned at the drilling location, rig up operation is completed and **the well is actually spudded in will be treated as completion of mobilization.**

I am liable for appropriate action as in accordance with the Company's rules in case any of the above information is found to be false.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder

EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER

Experience in providing Seismic Data Acquisition during last seven (7) years preceding the original Bid Closing date:

Sl. No.	Contract No.	Name & contact details of client	No of wells drilled	Max Depth of wells drilled (m)	Location of wells	Contract period
1						
2						
3						
4						
5						
6						
7						
8						

Signature: _____

Name of the Bidder's Authorised Person: _____

Designation: _____

Seal of the Bidder: _____

Note: The bidder only has to submit the documentary evidence for those mentioned experience in tabulated form as above in respect of satisfactory execution of the contract.

PROFORMA FOR BIODATA OF KEY PERSONNEL

1. NAME:
2. PRESENT ADDRESS:
3. PERMANENT ADDRESS:
4. FATHER'S NAME:
5. NATIONALITY:
6. PASSPORT NO. AND VALIDITY:
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST:
8. EDUCATIONAL QUALIFICATION:
9. DATE OF BIRTH:
10. EXPERIENCE IN REVERSE ORDER:

NOTE:

1. Experience should be provided in ascending order starting from current employment.
2. The respective key personnel involvement in projects only will be considered for experience calculation preceding the date of publication of this Tender.

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

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

I hereby declare that I will not have any claim for employment or any
service benefit from OIL by virtue of my deployment for carrying out
contract job in OIL by M/s _____.

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

Signature

Place:

Date:

1. NAME:
DESIGNATION
DATE:

2. NAME:
DESIGNATION
DATE:

**To,
ED (BM-Frontier)
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

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 PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA-W

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER**

Certificate of Compliance of FINANCIAL CRITERIA:

Ref Clause No. 3.2.5 of the Bid Evaluation Criteria

I the authorized signatory(s) of
(Company or firm name with address) do hereby solemnly affirm and declare /
undertake as under:

**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.**

Place:

Date:

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation
of Financial Statements i.e. if the last date of preceding financial / accounting year falls
within the preceding six months reckoned from the original bid closing date.

DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

I/We _____ age _____ son of _____ do hereby solemnly affirm and declare as follows for and on behalf of the Firm:					
LIST OF EXISTING COMMITMENT AND ONGOING WORKS					
Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work executed till date of submission of bid (INR)	Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (INR)
1	2	3	4	5	6
	Balance commitments in 12 months from the date of expiry of the bid validity				(INR)
	It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				
SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)					

Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%

PROFORMA-Y

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK
GUARANTEE**

To,
The Oil India Limited
Duliajan – 786 602
Assam

We, M/sare
submitting the performance security in favour of Oil India Limited, Duliajan in the
form of bank guarantee bearing reference no.
..... for an amount of INR
..... valid up to as per
terms and conditions of our Purchase Order/Contract
No.....

PBG issuing bank details:

<u>Bank</u> <u>Branch IFS Code</u>	
<u>Contact Details</u> <u>E-mail Addresses</u>	<u>Mobile</u> <u>Telephone Fax</u>
<u>Correspondence Address</u> <u>H No/Street/City</u>	<u>State Country Pin Code</u>

Declaration:

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature _____
Name _____
Vendor Code _____
Email ID _____
Mobile No _____

Encl: Original performance bank guarantee

PROFORMA AGAINST QUALITY AND COST BASED SELECTION

Sl No.	Quality Criterion	Documents to be submitted by the Bidder	Max. Marks	Marks claimed	Details of documents/ Remarks
1	Experience of providing drilling services with Rig of minimum 1400 HP capacity on charter hire basis during last seven (7) years preceding the original bid closing date.	a) Signed Contract agreement copy clearly showing date of agreement and name of the parties involved and b) Successful Completion of agreement terms with Demobilization notice served by the Company.	15		
2	Number of wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	a) Well completion certificate/report or any valid document authenticated by the company	10		
3	Number of high depth (>3500m) wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	a) Well completion certificate/report or any valid document authenticated by the client (clearly stating depths of wells completed)	5		
5	Qualification & Experience of Manpower [Rig Manager-02 Nos.]**	a) CV of proposed candidates along with copies of original qualification & experience certificate authenticated by previous employers for similar post. b) Undertaking by bidder confirming that any replacement	10		

		of proposed Rig Manager(s) shall be done with an equally qualified and experienced person only.			
6	Total Maximum Marks		40		

**** Deployment of Rig Manager(s) having lower qualification and/or experience than those provided for QCBS, during execution of the contract, shall lead to penalty (Clause 26, Sec-III, SCC)**

PROFORMA-AA

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION
AGENCY**

(To be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CNI7579P22

M/s_____having registered office at
_____intends to participate in the above referred
tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents
pertaining to Bid Evaluation Criteria (BEC), duly verified and certified
by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to
Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s
_____have been verified and certified by us with originals
and found to be genuine and authentic. We have signed and stamped on
the copies of all the verified and certified documents having
_____nos. of pages.

Note: In the event of any requirement, OIL reserves the right to ask
the inspection agencies to verify the documents with source, if required
at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

ANNEXURE - I**EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL) FOR DRILLING RIG**

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

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
I. EQUIPMENT :					
1.	Drilling Unit complete with safety, hoisting, rotating & maintenance equipment according to international practice	✓		✓	
2.	BOP, its attachments & spares	✓		✓	
3.	Choke & kill unit & connections	✓		✓	
4.	Stabilizers/Rotary substitute	✓		✓	
5.	All Fishing tools as listed& their spares	✓		✓	
6.	a) Drill pipe, Drill Collar HWDP & casing tubing, and other tubular Handling Tools (Elevators, Slips etc.)	✓		✓	
	b) Wash-over pipe with handling tools		✓		✓
7.	Welding machine for normal operation with requisite electrodes	✓		✓	
8.	Production testing equipment		✓		✓
9.	Core barrel with core head		✓		✓
10.	Base / Well site camp complete in all respect i.e. furniture fixture etc.	✓		✓	
11.	Sand line or wire line for separate winch (all sizes)	✓		✓	
12.	Office for OIL's personnel at well site complete in all respect	✓		✓	
13.	Well Logging Unit & Tools & Services for Logging Operations		✓		✓
14.	Degasser & Spares	✓		✓	
15.	Desander & desilter shale shaker & spares	✓		✓	
16.	Mud cleaner & spares	✓		✓	

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
.					
.					
17	Other sand control equipment	✓		✓	
.					
18	Cellar Pump & spares	✓		✓	
.					
19	Safety equipment including fire fighting equipment	✓		✓	
.					
20	Casing scrappers	✓		✓	
.					
21	a) Crane for all drilling & other operations. Additional crane required, if any, shall be provided by Contractor at no extra cost	✓		✓	
.	b) Sufficient number of vehicles for interlocation movement of rig	✓		✓	
	c) Trailer with articulated tractor	✓		✓	
	d) 30 Ton crane	✓		✓	
	e) Truck to lift chemicals		✓		✓
	f) Vehicle to lift bits	✓		✓	
	g) Vehicle to lift casing, tubing, well head etc		✓		✓
22	Equipment required for supplying water as per contract specification at drilling site and camp	✓		✓	
.					
23	Equipment required for generating electricity at the site, camp	✓		✓	
.					
24	Rig lighting	✓		✓	
25	Lines / Chicksan / Fittings	✓		✓	
.					
26	Tubulars for drill string other than casing & tubing	✓		✓	
.					
27	Rig compressor (including auxiliary)	✓		✓	
.					
28	Mud making/loading facilities at drill site complete with reciprocating /centrifugal pumps, prime movers, hoppers tankages etc.	✓		✓	
.					
29	Mud & water system inclusive of active, intermediate & storage tanks	✓		✓	
.					
30	Drilling, sand line and all other wire lines including ropes.	✓		✓	
.					
31	All safety equipments	✓		✓	
.					
32	BOP control unit	✓		✓	
.					
33	Well control accessories	✓		✓	

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
.					
.					
34	Drill pipe, drill collar, HWDP	✓		✓	
.					
35	Crossover substitutes of all sizes	✓		✓	
.					
36	Kelly (s)	✓		✓	
.					
37	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic)	✓		✓	
.					
38	Power casing tong with operating unit & operator	✓		✓	
.					
39	Pneumatic kelly spinner	✓		✓	
.					
40	Elevator links	✓		✓	
.					
41	Bit breaker, thread protector, nozzle gauge, stabilizer & bit gauge	✓		✓	
.					
42	Air winch (s)	✓		✓	
.					
43	Safety joints	✓		✓	
.					
44	RCJB, Junk subs, fishing magnets, ditch magnets, impression blocks, junk mills etc.	✓		✓	
.					
45	All sizes of casing scrapper & rotovert	✓		✓	
.					
46	Ring line	✓		✓	
.					
47	Circulating heads	✓		✓	
.					
48	Poor boy swivel	✓		✓	
.					
49	Mud basket	✓		✓	
.					
50	Back pressure valves	✓		✓	
.					
51	Risers	✓		✓	
.					
52	Rig warehouse & workshops	✓		✓	
.					
53	Complete set of tools & wrenches	✓		✓	
.					
54	Flow nipple & flow branch	✓		✓	
.					
55	Gauging water pump, reciprocating	✓		✓	

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
.	type				
56	Deleted				
57	Deleted				
58	Hydraulic power tong	✓		✓	
59	Drill pipe spinner	✓		✓	
60	Drift recording instrument, all kinds [TOTCO]	✓		✓	
61	All kind of mud agitators	✓		✓	
62	LWC tank & lines	✓		✓	
63	MVT & flow fill indicator	✓		✓	
64	Cabin for mud attendant	✓		✓	
65	Emergency electricity generator at well site & camp	✓		✓	
66	Mobile Effluent Treatment Plant & Accessories	✓		✓	
67	Store house	✓		✓	
68	All drilling instrument & recorder	✓		✓	
69	All sizes of mud motors, K-monel drill collars & other deviation drilling tools, equipment & spares		✓		✓
70	Fishing equipment & spares other than those mentioned in Section II (TOR) (to be supplied by Contractor)		✓		✓
71	Air, water, electricity, fuel (HSD) and other POL	✓		✓	
72	All bunk houses at well site & camp with all items mentioned in this IFB	✓		✓	
73	Communication equipment as mentioned in the Contract	✓		✓	
74	Firefighting & safety equipment	✓		✓	
75	Mud testing laboratory complete unit equipped with all testing equipment. Also consumables during entire duration of the contract	✓		✓	
76	Conversion kit for rig electrical power	✓		✓	

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
.	between 50 Hz & 60 Hz				
77	OIL's internal Telephone		✓		✓
78	Equipment and services not heretofore designated but required by Contractor for normal operations	✓		✓	
79	Equipment not heretofore designated but necessary to fulfill OIL's instructions		✓		✓
80	Shut in valves	✓		✓	
81	Potable/drinking water, permanent provision at well site & camp	✓		✓	
82	Washover pipes & accessories		✓		✓
II. CONSUMABLES :					
1.	1.a. Fuel for Drilling Unit, all vehicles & entire Contractor's equipment including camp.	✓		✓	
	1.b Fuel for OIL's designated equipment at well site on reimbursement basis.	✓		✓	
2.	Grease, Lube oil, Cleaning solvent & for all Contractor's equipment including accumulator charging gases (also for OIL's designated equipment on reimbursement basis)	✓		✓	
3.	Casing thread lubricant & locking compound		✓		✓
4.	Drill pipe thread lubricant	✓		✓	
5.	Rubber drill pipe protectors	✓		✓	
6.	Drill pipe wipers	✓		✓	
7.	Drilling bits will be provided by OIL for all drilling operation. In special cases Contractor may provide as and when required at actual cost + 5% handling charge on landed cost	✓	✓	✓	✓
8.	Stabilizers & spares	✓		✓	
9.	Oil well cement & cement additives		✓		✓
10	Mud chemicals & mud additives		✓		✓
11	Salt & Chemicals for preparation of brine water during production testing		✓		✓
12.	Welding consumables	✓		✓	

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
1					
12.2	Casing & tubing and its attachments		✓		✓
12.3	All casing & tubing Handling equipment	✓		✓	
13	All BOP consumables including ring joint gaskets	✓		✓	
14	Spares for drilling unit & accessories	✓		✓	
15	Regular replacement of consumables of Contractor's equipment.	✓		✓	
16	Maintaining adequate stock of consumables	✓		✓	
17	Consumables for computers including stationary, ink, ribbon, floppies etc. Software should be upgraded as and when required	✓		✓	
18	LWC		✓		✓
19	Mud motor spares		✓		✓
20	Fishing equipment, spares as per the contract	✓		✓	
21	Replacement of tool equipment services as & when necessary	✓		✓	
22	Replacement of Contractor's transport fleet as & when necessary	✓		✓	
23	POL and spares for transport fleet as and when necessary.	✓		✓	
24	Core head & core barrel		✓		✓
25	First-aid & medicine for all personnel (including OIL's and Service providers' personnel) at well site	✓		✓	
26	Food	✓		✓	
27	Materials required for upkeep of health and hygiene	✓		✓	
28	Materials required for control of pollution	✓		✓	
29	Civil Engineering materials for				
	a) Camp site maintenance	✓		✓	
	b) Well site plinth maintenance		✓		✓
30	Replacement of electrical fittings as & when necessary	✓		✓	
31	Spares & consumables for	✓		✓	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
.	communication equipment				
32.	Replacement, spares & consumables for fire-fighting equipment	✓		✓	
33.	Painting of mast & substructure as and when necessary as per colour coding to be informed by OIL	✓		✓	
34.	All sizes of bits as and when necessary		✓		✓
35.	All kinds of chemical as and when necessary		✓		✓
36.	Replacement, spares and consumables for solid control equipment	✓		✓	
37.	Consumables not heretofore designated but required by Contractor in normal operation or needed for the maintenance of Contractor's equipment	✓		✓	
38.	Consumables not heretofore spelt out but necessary to fulfill OIL's instructions		✓		✓
39.	Water for drilling, production Testing & Drinking at drill site & camp site in sufficient quantity	✓		✓	
40.	False conductor grouting, Anchoring / grouting / supports of pipelines, wirelines etc.	✓		✓	
41.	Consumables and spares for ETP	✓		✓	
42.	Consumables and spares for mud laboratory	✓		✓	
III. SERVICE AND PERSONNEL					
1.	Transportation of OIL's equipment & consumables attached to the rig	✓		✓	
2.	Handling (loading & unloading) and storage of OIL's, Contractor's & subcontractor's materials at drill site	✓		✓	
3.	Transportation of entire drilling unit with accessories between locations (inter-location move)	✓		✓	
4.	Inter-location movement of Company's equipment attached with the rig	✓		✓	
5.	Transportation of personnel				
	a) Of OIL (Based at camp)		✓		✓
	b) Of Contractor	✓		✓	
6.	Collection of bits, light consumables	✓		✓	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
	and transportation of same including handling to well site.				
7.	a) Site preparation (levelling, base, waster pits, cellar pit, access roads according to the general lay out requirements of Contractor ingress and egress)		✓		✓
	b)(i) Maintenance of well site plinth & well site approach road (ii) Maintenance of camp site and camp site approach road	✓	✓	✓	✓
	c) Store facility for bit and chemicals and other consumable at				
	i) Well site	✓		✓	
	ii) At Intermediate site	✓		✓	
	d) Erection and dismantling of Panel fencing at well site	✓		✓	
8.	Communication system (as specified in the IFB)	✓		✓	
9.	Cementing & cementing Services	✓ or / and	✓	✓ or / and	✓
10.	Water for drilling cementing and production testing	✓		✓	
11.	Mud services facilities	✓		✓	
12.	Well head, control systems and their installation	✓		✓	
13.	Transportation of Company's consumables for inter-location movement	✓		✓	
14.	Welding operations	✓		✓	
15.	Running of casing / tubing	✓		✓	
16.	Medical facilities at well site	✓		✓	
17.	Conventional coring	✓		✓	
18.	a) Geologist		✓		✓
	b) Collection of cuttings coring samples etc	✓		✓	
19.	API inspection on drill string after completion of each 6 months/well throughout the duration of the contract	✓		✓	
20.	Other inspection required by		✓	✓	

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
.	Company in excess of contractual inspection				
21	Furnish adequate roadway to location and the right of way		✓		✓
22	Well head installation (BOP, Production & other equipment)	✓		✓	
23	Welding materials & welding operations	✓		✓	
24	a) All drilling tools, equipment and services b) Deviation drilling tools and services	✓	✓	✓	✓
25	All personnel & supervision necessary to operate the Drilling unit, including personnel necessary to handle all normal operations on drilling location	✓		✓	
26	Food and lodging of Contractor's personnel (including 3 rd party)	✓		✓	
27	Food and lodging of OIL's personnel				
	a) Up to maximum 20 persons per day	✓		✓	
	b) Additional person over 20 persons per day		✓	✓	
28	Handling of all equipment at the drilling locations including OIL equipment	✓		✓	
29	All Drilling services in line with good oil field practice	✓		✓	
30	BOP testing services	✓		✓	
31	Well site servicing of casing		✓	✓	
32	Maintenance of Contractor's equipment.	✓		✓	
33	Well killing services to read with Clause 7.3 (O) of Section-IV	✓		✓	
34	Services for deletion of faulty equipment	✓		✓	
35	Fishing services	✓		✓	
36	Production testing services (wellhead fitting/equipment shall be provided by OIL& well site services shall be provided by Contractor).	✓	✓		✓
37	Effluent water disposal services	✓		✓	

Sl. No	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
.					
.					
38	Pollution control services and evacuation of cutting retainer pit including disposal in designated place at well site	✓		✓	
39	Mud testing laboratory services	✓		✓	
40	Computation and record keeping services	✓		✓	
41	Degassing, Desanding services	✓		✓	
42	Entertainment services at camp	✓		✓	
43	Mud motor services		✓		✓
44	Catering services	✓		✓	
45	Coring services	✓		✓	
46	Medical Services	✓		✓	
47	Ambulance services	✓		✓	
48	Fire fighting services to read with Clause 7.6(G) of Section-IV	✓		✓	
49	Services of Personnel	✓		✓	
50	Construction of shed / ramp etc. for mud & additives	✓		✓	✓
51	Various work sheet drawing, calculation dimensions as mentioned	✓		✓	
52	Services not hereto fore designated but required by Contractor in normal operations or needed to maintain & operate Contractor's equipment	✓		✓	
53	Services not heretofore designated but required due to directions of the Company (OIL).		✓	✓ or (Depending on type of job)	✓
54	All expenditure for Contractor's persons including inward and outward journey from well site	✓		✓	

ANNEXURE- II

DETAILS OF ELECTRICAL MACHINE USED IN AC SCR RIG

Sl. No.	Description	Make model and Sl. no	Type	Test report no. for equipment used in hazardous area (from Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body)	Distance from well head	Gas group

Signature

To be signed by Bidder's Authorized signatory

ANNEXURE -III

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	Test report no. for equipment used in hazardous area (from Indian government laboratory or NABL accredited laboratory or IECEX accredited laboratory or ATEX notified body)	Gas Group

Signature

To be signed by Bidder's Authorized signatory

Annexure -IV**Electrical****Questionnaire for Electrical**

(To be filled up separately for each drilling rig offered & to be uploaded along with techno-commercial bid)

Sl. No.	Details	Bidder Remarks
1	Offered Rig is AC-SCR or AC-VFD?	
2	Does the offer include ETP?	
3	Does the rig have provision for installing a top drive?	
	Explain details of provision offered for Top drive?	
5	Have you submitted the following drawings with the bid?	
	Physical layout, showing all important components	
	Electrical single line diagram, showing all major components	
	Earthing diagram for the rig	
5	Whether Neutral resistance grounding is offered for 415V system (as per CEA Regulations, 2010)?	
6	Give details of the drilling motors offered for Slush Pump	
	Make & model	
	Voltage (in V)/ Power rating (in HP)	
	No. of motors per Slush Pump	
7	Give details of the drilling motors offered for Draw Works	
	Make & model	
	Voltage (in V)/ Power rating (in HP)	
	No. of motors for Draw Works	
8	Give details of Rotary drive employed (chain driven from DW, IRD, combination of chain/IRD)	
	If IRD motor employed, give details similar to Slush Pump / Draw Works above	
9	Give details of lighting for hazardous areas	
	Voltage (phase to phase), in V	
	Neutral employed?	(Yes / No)
10	Details of alternators used with the Power Packs	
	Make and model offered	
	No of power packs & alternators offered	
	Are all offered alternators identical in terms of make/model/power rating / voltage rating	(YES / NO). If NO, give details
	Output Voltage (in VAC)	
	Output power (in kVA)	
	Rotation speed (RPM)	
11	Control Room details	
	No of PCRs offered	
	Details of SCR / VFD system (Make / model / etc.)	
12	Details of control panels offered	
	Drillers control (DCON) make	
	Is DCON purged with positive pressure? If no, please provide how the control panel is made safe for use in hazardous area.	
	Mud pump / cementing console offered?	(Yes / No)
	If MPCON offered, give details	
13	Details of braking system offered	
	Primary Brake –	
	Auxiliary Brake –	

	If electrical/ electromagnetic Brake offered- type, make and model offered	
14	Aviation warning lights offered	
	Day time, white color, flasher type	(YES / NO) If Yes – Qty?
	Night Time, Red color, steady type	(Yes / No) If Yes – Qty?
15	Emergency / Hooter Alarm system	
	Emergency shut-off system provided?	
	Does the system shut off the alternators when activated?	
	Does the system de-activate the drives when activated?	
	Emergency hooter (electrical) provided?	(Yes / No)
16	BOP control unit	
	Are all electrical items employed in BOP control unit suitable for hazardous areas (Zone 1, Gas group 2A/2B)?	
	CIMFR/ recognized laboratory of country of origin approval obtained and such certificates submitted with bid?	
17	Does bidder agree explicitly to deal with all electrical overhead lines to be encountered during Inter-Location movement (ILM) including the OH lines encountered during initial deployment of the rig at designated site? (OIL support will not be available for this.	
18	CIMFR/ recognized laboratory of country of origin approval -	----- ---
	Does bidder have CIMFR/ recognized laboratory of country of origin approval for all electrical equipment (including motors / lights / panels etc.) deployed in hazardous areas.	(Yes / No)
	Does all electrical equipment conform to IS/ IEC standards as per the technical specifications confirming clause no. 107 of OMR-2017 for use in Zone 1 and Zone 2 hazardous area of the mine?	(Yes / No)
	Does bidder agree to make rig available for inspection by any statutory authority, and abide by any instruction / directions arising there-from?	(Yes / No)
19	Does bidder agree to supply electric power to production set-up, as and when required, until “Rig-down” is not formally declared?	
20	Does the bidder agree to mobilize a second Rig Package of at least same specifications & capacity on same rates, terms and conditions, if called for by Company during the tenure of contract?	(Yes / No)

Signature

To be signed by Bidder’s Authorized signatory

ANNEXURE – IV (a)

**Compressor Specification (Or Equivalent) for
Cement loading / off-loading**

Make	:
Type	:
No. of Compressor stage	:
Maximum unloading pressure	:
Normal working pressure	:
Minimum working pressure	:
Free AIR Delivery at normal working pressure and Maximum load speed	:
Diesel Engine	:
Compressor cooling system	:
Engine speed	:
Maximum Load	:
Unloaded speed	:
No. load speed	:

NOTE:

1. Suitable air dryer is needed for above compressor.

Checklist-1**CHECKLIST FOR BID EVALUATION CRITERIA**

Sl. No.	Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/ Deviation	Brochure of the Bid Document to support its remarks
1.	3.1			
2.	3.1.1			
3.	3.1.2.1			
4.	3.1.2.3			
5.	3.1.2.4			
6.	3.1.2.5			
7.	3.1.2.6			
8.	3.1.2.7			
9.	3.1.2.8			
10.	3.1.2.9			
11.	3.1.3.			
12.	3.1.3.1			
13.	3.1.4			
14.	3.1.4.1			
15.	3.1.4.2			
16.	3.1.4.3			
17.	3.1.4.4			
18.	3.1.4.5			
19.	3.1.4.6			
20.	3.1.4.7			
21.	3.1.4.8			
22.	3.1.4.9			

23.	3.1.4.10			
24.	3.1.4.11			
25.	3.1.4.12			
26.	3.1.4.13			
27.	3.1.5			
28.	3.1.6			
29.	3.1.7			
30.	3.1.8			
31.	3.1.9			
32.	3.2.1			
33.	3.2.2			
34.	3.2.3			
35.	3.2.4			
36.	3.2.5			
37.	3.3			
38.	3.3.1			
39.	3.3.2			
40.	3.3.3			
41.	3.3.4			
42.	3.3.5			
43.	3.3.6			
44.	3.3.7			
45.	3.3.8			
46.	3.3.9			
47.	3.3.10			
48.	3.3.11			

49.	3.3.12			
50.	3.4.1			
51.	3.4.2			
52.	3.4.3			
53.	3.5.1			
54.	3.5.2			
55.	3.5.3			
56.	3.5.4			
57.	3.5.5			
58.	3.6			
59.	3.6.1			
60.	3.6.2			
61.	3.6.3			
62.	3.6.4			
63.	3.6.5			
64.	3.6.6			
65.	3.6.7			
66.	3.6.8			
67.	3.6.9			
68.	3.6.10			
69.	3.6.11			
70.	3.6.12			
71.	3.6.13			
72.	3.7.1			
73.	3.7.2			
74.	3.7.3			
75.	3.7.4			
76.	3.8			

&&&&&&&&

Checklist-2**COMMERCIAL CHECK LIST****Bidder's Name:** _____**TENDER NO. CNI7579P22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed	

	until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____
Name _____
Designation _____
Office Stamp _____

****End of Tender Document****