

# HIRING OF WORKOVER RIG SERVICES IN OPERATORSHIP BLOCK, CB-ONN-2010/8 & CB-ONHP-2017/9, CAMBAY BASIN, GUJARAT, INDIA

Tender No: 1000331860

e-Tender Id: 60037

**GLOBAL OPEN TENDER** 

### <u>PART – 1</u> INSTRUCTIONS TO BIDDERS

Dear Sir/Madam,

Subject: Hiring of Workover Rig Services in Operatorship Block, CB-ONN-2010/8 & CB-ONHP-2017/9, Cambay Basin, Gujarat, India.

You are invited to submit your offer as E-bid in two-part (Bid Qualification cum techno-commercial and Price Bid) for the above work on the terms and conditions contained in this tender document.

- 1. This is a **Global Open Two Part bid tender** consisting of Techno-commercial bid (PART-A) and Price Bid (PART-B) as follows:
- a. Techno-commercial bid (Part A): consists of following:

i.	Instructions to Bidders	-Part 1
ii.	General Instructions for e-Tendering	-Part 2
iii.	GCC & Holiday Listing Policy	-Part 3
iv.	Bid Qualification Criteria	-Part 4
٧.	Scope of Work	-Part 5
vi.	Special Conditions of Contract	-Part 6
vii.	Standard Formats/Annexures	-Part 7
viii.	Integrity Pact	-Part 8

- b. <u>Price bid (Part B):</u> Price bid shall have to be submitted **online** in the appropriate form provided for each Line Item. Price Bid of those bidders which qualify PART A would be opened.
- 2. The entire bid shall be online only.
- 3. Offers should strictly be in accordance with the tender terms & conditions and Scope of Work / specifications. Vendors are requested to carefully study all the documents/annexure and understand the conditions and specifications, before quoting the rates and submitting this tender. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.
- 4. Please visit the website <a href="https://bpcleproc.in">https://bpcleproc.in</a> for participating in the tender and submitting your bid online.
- 5. Bids submitted after the due date and time of closing of tender or not in the prescribed format is liable to be rejected. BPRL does not take any responsibility for any delay in submission of online bid due to connectivity problem or non-availability of site. No

claims on this account shall be entertained.

- 6. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 7. Price bid of only those vendors shall be opened whose techno-commercial terms are found to be acceptable to us. Price bid shall have to be submitted online in the appropriate form provided as per line Items.
- 8. It is advisable that bidders should review Part-6 (Special Conditions of Contract) before reviewing Part-3 (General Conditions of Contract).
- EARNEST MONEY DEPOSIT: Vendors must submit an interest free EMD for participating
  in this tender as mentioned in the Special Conditions of Contract (Part-6) of the tender
  document.
- 10. Pre-bid meeting will be held on 21.06.2019 @ 1430 Hrs (IST) at below mentioned address:

Bharat Petro Resources Ltd., 12th Floor, Maker Towers-F Wing, Cuffe Parade, Mumbai- 400005.

- 11. You may please send your pre-bid queries, if any, on or before **19.06.2019 @ 1700 Hrs** (IST) through e-mail to <u>rakesh.ujjawal@bharatpetroresources.in</u> and ravikumar.b@bharatpetroresources.in, K/A: Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura.
- 12. Your pre-bid queries should be in **MS-Word** format as per the format given below with the email Subject "**Pre bid queries Tender Title & Tender Ref No**":

S. No.	BPRL Tender Clause No.	BPRL Tender Clause Description	Query (if any)	Justification

- 13. Interested bidders, who are participating in the tender, are welcome to witness the techno-commercial opening of the bids at our office on bid opening date/time.
- 14. BPRL reserves the right to seek clarification / ask for additional documents from vendors, verify the originals and verify the credentials of the vendors with clients, if required.
- 15. For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s ETL on below numbers.

Contact Details: Tel Phone: +91-22-24176419, +91-79-68136861, +91-79-68136871, +91-

120-2474951, +91-33-24293447, +91-44-26142669.

E-mail: satyanarayan@abcprocure.com, support@bpcleproc.in.

## 16. FOR ANY QUERIES / CLARIFICATIONS ON TENDER TECHNICAL SPECIFICATIONS / COMMERCIAL POINTS AND OTHER TERMS AND CONDITIONS OF THE TENDER PLEASE CONTACT AS UNDER:

Name	RAKESH UJJAWAL	RAVI KUMAR BURA
<b>Contact No</b>	+91-22-22175665,	+91-22-22175672,
	+919929095701	+919892269446
Email Id	rakesh.ujjawal@bharatpetror	ravikumar.b@bharatpetror
	esources.in	esources.in
Office	12 <sup>th</sup> Floor, Maker Tower-F wing	g, Cuffe Parade,
Address	Mumbai-400 005	
	Board No : 022 -22175600	
	Fax No : 022-22154364	

- 17. Only in case of any complaints regarding the Tender/ Tender Conditions, please contact following Independent External Monitors (IEM):
  - Shri Shantanu Consul, Address: No-9 MCHS (IAS Officers Colony), 16th Main, 5th C Cross, BTM 2nd stage, Bangalore-560076, Mobile: 09740069318, Email: <a href="mailto:shantanu.consul@gmail.com">shantanu.consul@gmail.com</a>.
  - Shri Vikram Srivastava, Address: E -202, Second Floor, Greater Kailash Part -2, New Delhi-110048, Mobile: 09810642323, Email: vikramsrivastava1973@gmail.com.
  - Shri Virendra Bahadur Singh, Address: N. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010, Mobile: 08853760730, Email: vbsinghips@gmail.com.

Thanking you, Yours faithfully,

For Bharat PetroResources Ltd.

Ravi Kumar Bura
Asst. Vice President (P&C)

End of Part 1

#### Part -2

#### General Instructions to vendors for e-tendering

- 1. Interested parties may download the tender from BPCL website (<a href="http://www.bharatpetroleum.in">http://www.bharatpetroleum.in</a>) or the CPP portal (<a href="http://eprocure.gov.in">http://eprocure.gov.in</a>) or from the e-tendering website (<a href="https://bpcleproc.in">https://bpcleproc.in</a>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <a href="https://bpcleproc.in">https://bpcleproc.in</a>.
- 2. For registration on the e-tender site <a href="https://bpcleproc.in">https://bpcleproc.in</a>, one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform <a href="makesh.ujjawal@bharatpetroresources.in">rakesh.ujjawal@bharatpetroresources.in</a> for approval. Once approved, bidders can login in to the system as and when required.
- 3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
  - In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 79 40270573) for obtaining the digital signature certificate.
- 4. Corrigendum/amendment, if any, shall be notified on the site <a href="https://bpcleproc.in">https://bpcleproc.in</a>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
- 5. Vendors are required to complete the entire process online on or before the due date/time of closing of the tender.
- 6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:



- I. Vendors are advised to log on to the website (https://bpcleproc.in) and arrange to register themselves at the earliest.
- II. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- III. Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
- IV. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
- V. Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
- VI. Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
- VII. No manual bids/offers along with electronic bids/offers shall be permitted.
- 7. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the "dash board" link against that tender and choose the "Results" tab.
- 8. No responsibility will be taken by BPRL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non availability of viewing before due date and time is true for e-tendering service provider as well as BPRL officials.
- 9. BPRL and/or the e-procurement service provider shall not be responsible for any direct



or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

For system related issues:

Contact Details: Tel Phone: +91-22-24176419, +91-44-26142669, +91-33-24293447, +91-79-40270573 E-mail: satyanarayan@abcprocure.com; support@bpcleproc.in

End of Part -2

#### Part-4

#### **BID QUALIFICATION CRITERIA**

#### **BID QUALIFICATION CRITERIA (BQC):**

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

#### A. Technical Criteria:

- 1. The bidder must have experience of successfully completed providing Work over rig service works of value as noted below in the last seven years as on bid closing date and should meet either of the following:
  - One similar completed work costing not less than the amount equal to Rs. 2.09 Crores (USD 299,500) inclusive of taxes.

OR

ii. Two similar completed works each costing not less than the amount equal to Rs.1.31 Crores (USD 187,500) inclusive of taxes.

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iii. Three similar completed works each costing not less than the amount equal to Rs.1.05 Crores (USD 150,000) inclusive of taxes.

Similar job means providing Workover rig services for workover operation or testing operation of Oil & Gas wells.

Consortium / Group companies/MOU tie up are not allowed to participate in this tender. However, bidder is allowed to participate in the tender by using the credentials of parent/holding/subsidiary/sister concerns. In case bidder submits the bid based on parent/holding/subsidiary/sister concerns credentials, such parent / holding/ subsidiary/sister company has to provide guarantee on their letter head stating that they will support the bidder till the successful completion the job in all respects.

#### **Documents Required with Bid for meeting Technical Criteria:**

In compliance of Technical Criteria of BQC, Bidder has to compulsorily submit copy of Purchase Order / Contract/LOA along with scope of works and Completion certificate issued by client (clearly indicating value of executed work)/Tax invoice along with proof of its payment to prove technical criteria.

#### B. Financial Criteria

- 1. The bidder should have achieved a minimum average annual financial turnover of Rs.0.79 cores (USD 112,500), as per the Audited Financial Statements (including Balance Sheet and Profit and Loss Account), for the last three consecutive accounting years (English language only) ending Mar'18/ Dec'18.
- 2. The vendor's net worth should be positive for the audited balance sheet of the latest accounting financial year or latest calendar year as the case may be. The net worth is defined as Paid up Capital plus Free Reserves.

**Note:** Any tie-up arrangement or MOU or bi-lateral agreement with third party will not be considered. Further, bidder may submit bid based on the financial credentials of Parent / holding company. In case, bidder submits the bid based on Parent / holding company financial credentials, parent / holding company has to provide guarantee on their letter head stating that they will support the bidder till the successful completion the job in all respects. Bidder has to justify the reason for not having its own financial credentials as per the tender conditions.

#### **Documents Required with Bid for meeting Financial Criteria:**

- i. Latest available audited Balance Sheets, Profit & Loss account along with auditor's report of the bidder for the last three consecutive accounting years (English language only) ending Mar'18/ Dec'18.
- ii. In case audited accounts are not mandatory as per law in Bidder's country, bidder to submit financial statements certified by Statutory Auditors of the bidder or Practicing Chartered Accountant (both not being an employee or a Director or not having any interest in the bidder's company/firm). Bidder is required to submit supporting documents that audit not mandatory as per law in Bidder's country.

iii. Bidder to submit a Certificate by a Practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) or Statutory Auditors of the bidder showing /indicating year wise turnover and net worth figure.

#### C. Other Criteria:

- 1. The Bidder should not be barred / holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India (MoPNG) debarring them from carrying on business dealings with BPRL/MoPNG or serving a banning order by another Oil PSE.
- 2. The bidder should not be under liquidation, court receivership or similar proceedings.

At a later date, if it is found that the bidder has submitted false declaration, the offer will be liable to be rejected.

#### **Documents Required for Other Criteria:**

- i) An undertaking in support of not being barred / holiday listed by any of the mentioned Organizations on their letter head.
- ii) An undertaking in support of not under liquidation, court receivership or similar proceedings on their letter head.

#### D. General Requirements

1. All documents furnished by the bidder in support of meeting the Technical / Financial criteria of BQC shall be as follows:

#### a. In case of Indian Bidder:

All the documents to be duly certified by Third Party Inspection Agencies (TPIA) accredited for verification of documents under "NABCB accredited bodies as per requirements of ISO/ IEC 17020 as Type-A" in QCI's NABCB website given here as on due date of bid submission <a href="http://nabcb.qci.org.in/accreditation/reg">http://nabcb.qci.org.in/accreditation/reg</a> bod inspection bodies.php.

Bidder to submit the Certificate of Genuineness from TPIA as per **Annexure-F** (Part-7 of the Tender Document).

#### b. In case of Foreign bidder:

All the documents to be duly certified by any one of the Third Party Inspection Agencies (TPIA) listed below:

SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ UIPL/ RITES Ltd/ ITSIPL/ BV/ TUV/ CEIL/ MECON/ Moody

Bidder to submit the Certificate of Genuineness from TPIA as per **Annexure-F** (Part-7 of the Tender Document).

Or

All the documents should be duly notarized by any Notary Public in the Bidder's country.

Or

All the documents should be duly certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder's country.

- 2. Bidder has to submit the undertaking documents as per the **Annexure-G (Part-7 of the Tender Document).**
- 3. If any of documents submitted in support of meeting BQC, is not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce of bidder's country or Indian Embassy in bidder's country or their embassy in India. Bidder shall be solely responsible for translation of documents.
- 4. Bidder shall furnish necessary documentary evidence as mentioned above along with the bid. In absence of such documents BPRL reserves the right to reject the bid without making any reference to the bidder or assigning any reason whatsoever.
- 5. In case of BPRL Purchase Order / Contract/LOA along with scope of works and Tax invoice /Completion certificate, certification by TPIA is not mandatory.
- 6. BPRL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.
- 7. All the charges for verification/ attestation will be borne by the bidders.

#### End of Part -4

#### Part-5

#### **SCOPE OF WORK**

#### 0. INTRODUCTION:

This section establishes the scope and schedule of "Hiring of Workover Rig Services" for Block CB-ONN-2010/8 & Block CB-ONHP-2017/9. Both the blocks are on-shore blocks.

BPRL has drilled & tested 6 wells in the Block CB-ONN-2010/8. Further BPRL plans to carry out workover operations, development well drilling, testing & completion activities in the Block CB-ONN-2010/8. For Block CB-ONHP-2017/9, BPRL plans to drill & test up to 3 exploratory wells. The wells are planned as vertical/directional exploration wells, and to be drilled to total depths of approximately 2000m.

Immediate plan is hiring of work over Rig services for "Primary Term" of 3 firm wells i.e. work over of PA#01, PA#02 wells & permanent abandonment of DE#01 well in block CB-ONN-2010/8 with a provision for "Extended Term" for testing of 2 optional wells, which will be drilled in CB-ONN-2010/8 and CB-ONHP-2017/9 blocks in future, at the same rate, terms & conditions. Workover & abandonment of well operations shall be carried out in Block CB-ONN-2010/8 in continuation and is expected to be carried out in Q4 of 2019. However, time schedule for testing operations for optional wells in Block CB-ONN-2010/8 & CB-ONHP-2017/9 shall be intimated to the successful bidder at later stage in line with the completion of drilling operations in the block.

Brief details about the blocks are as follows:



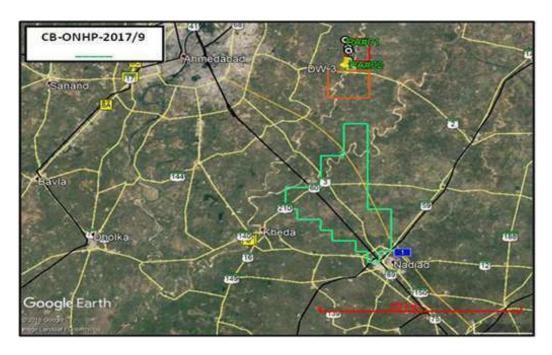
Block CB-ONN-2010/8: The block was awarded to the consortium of BPRL, Gas Authority of India Limited (GAIL), Engineers India Limited (EIL), Bharat Forge Infrastructure Pvt.

Limited and Monnet Ispat and Energy by Government of India (GoI) under ninth round of New Exploration License Policy (NELP) bidding. The Block CB-ONN-2010/8 lies in the Ahmedabad- Mehsana Tectonic block of the Cambay Basin and falling under Ahmedabad, Gandhinagar & Kheda district in Gujarat. It covers an area of 42 km<sup>2</sup> comprising of two parts namely 'Part A', Area: 14 km<sup>2</sup> and 'Part B', Area: 28 km<sup>2</sup>.

The block CB-ONN-2010/8 is located to the South-South East of Gandhinagar city and approximately 35kms far from Ahmedabad city. The Ahmedabad-Delhi National Highway No. 8 passes near Gandhinagar city. The National Highway No. 8, 59, NH 47, NH 48 & NE 1 passes in the vicinity of the block. The nearest international and domestic airports are located at Ahmedabad & Baroda situated in the proximity of the block.

Block CB-ONHP-2017/9: Block CB-ONHP-2017/9 covers an area of 174 sq.-km and is located in Hydrocarbon prolific Cambay Basin. Block lies in Kheda district in the Gujarat state of India. BPRL operatorship block CB-ONN-2010/08 is located around 4.5 km towards the North of the block. The Gamij field lies towards the North- East of the block and Chaklasi Field on the Eastern Part. On the west producing, Nawagam, Wasna and Nandej fields are present. Nadiad town is located in the Southern part of the block. Vatrak and Sedhiriver flows through the block.

Western boundary of the block CB-ONPH-2017/9 is nearly 60 km away from the city of Ahmadabad, which is on the north-west of the block. National Expressway-1 (Ahmadabad Vadodara) runs through the block. Block lies in two Talukas of Kheda District namely Nadiad & Mehemdabad. Major villages lying inside the blocks are Andhaj, Degam, Manjipura, Khatraj, Varsola etc.



The block falls in the southern part of the Ahmedabad-Mehsana tectonic block, towards eastern basin margin, having a number of oil and gas fields. The prominent nearby fields are Indrora, Wavel, Bakrol, Sabarmati and Gamij.

Both the blocks are well connected with major cities like Ahmedabad, Gandhinagar, Nadiad & Baroda. The area is well connected by all- weather roads.

The climate of Gujarat is warm to hot during summer months. However, temperatures fall considerably during winter nights. Monsoon rains are scanty and usually occur from middle of June to Mid-September.

#### 1. WELL CASINGDATA

#### Existing wells (PA#1, PA#2 & Demaliya#1)

Sr. No.	Hole Size	Casing size	Shoe Depth		
			PA#1	PA#2	Demaliya#1
1.	17 ½"	13 3/8"	550	552	566
2.	12 ¼"	9 5/8" 47 ppf	1153	1153	1191-1500
	12 /4	9 5/8" 43.5 ppf			1191
3.	8 ½"	5 ½"	2038	2128	
		5 ½" liner			1380-2085

**Note:** Depth of 1280 m can be considered for all practical purposes in the wells PA#01, PA#02 & DE#1 as bottom part is plugged and cemented.

#### WELL CASING DATA (Proposed to be drilled)

S.No.	Block	No of Well	Target Depth (M)	Tentative Casing policy	PEL/ ML Category
1	CB- ONHP 2017/9	1	1800 M	1. 16"/18-5/8" : 10 M false conductor 2. 9 5/8" : 700 M 3. 7" : 1600 M 4. 6" Hole : 200 M (uncased)	PEL
2	CB- ONHP 2017/9	1	1800 M	1. 16"/18-5/8" : 10 M false conductor 2. 9 5/8" : 700 M 3. 7" : 1500 M	PEL



				4. 6" Hole : 300 M (uncased)	
3	CB-ONN 2010/8	1	1250 M TVD 1486 M + 200 M Drain Hole = 1686 M MD (approx.)	<ul> <li>20": 10 M</li> <li>13 3/8": 400 M</li> <li>9 5/8": 1020 M</li> <li>7"(Liner): 1486 M (liner overlap 100 M)</li> <li>Drain Hole: 200 M (4 ½" Slotted liner) (overlap 50 M)</li> <li>There shall be approx. 300 m pilot hole upto 1300 m which may be plugged later.</li> </ul>	ML

#### **TESTING STRING**

Casing/Liner Size	Test String
5-1/2" Casing/Liner	<ul> <li>2-7/8" D/Pipe (2-7/8" IF/NC31 connection)</li> </ul>
	• or 2-7/8" EUE Tubing
	<ul> <li>or Combination of above</li> </ul>
9-5/8" Casing/7" casing/liner	• 2-7/8" D/Pipe (2-7/8" IF/NC31 connection)
	• or 2-7/8" EUE Tubing

Any of the above may be used as test strings for conducting well test.

Maximum working pressure 5,000 psi and bottom hole temperature ranges between 70 to 1250c. The general well data for planning purposes are given below:

 $H_2S$  : Nil  $CO_2$  : Nil

**Note:** The well schematic of wells shall be given with the workover plans to the Successful Bidder.

#### 2. SCOPE OF WORK

- 2.1. BPRL intend to hire one (01) number of mobile Work over rig of Min. 90 MT capacity along With associated equipment & services for Well Testing /completion purposes.
- 2.2. The Workover Rig shall be utilized for Workover/completion/testing Operations in vertical/directional wells. Depth of wells for operations may increase or decrease somewhat at the discretion of Company within the rated capacity of the Workover Rig.
- 2.3. The bidder shall confirm in the un-priced bid that the equipment of the offered workover rig is in good working condition. Bidder has to provide complete Workover rig and equipment conforming to the broad and general standards as



#### **Bharat PetroResources Limited**

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mentioned in the technical specifications of the Tender Document with a residual life of 7years (minimum). Bidder shall submit duly notarised third party inspection (TPI) certificate, issued within 1 year of last date of bid submission, from any one of the third party inspection agencies like ModuSpec, Oilfield Audit Services Inc, Det Norske Veritas (DNV), Bureau Veritas (BV), Lloyds and ABS bringing out the condition and the status of the rig and the equipment.

2.4. Bidder shall submit duly notarized NDT report for the rig equipment like mast, travelling block, crown block, links, elevators, etc. and the drill pipes, drill collars etc. issued within 06 months of last date of bid submission. A TPI from anyone of the third party inspection agencies like ModuSpec, Oilfield Audit Services Inc., Det Norske Veritas (DNV), Bureau Veritas (BV), Lloyds and ABS shall be got conducted bringing out the condition and the status of the rig and the equipment.

The workover rig should be inspected by third party inspection (TPI) agencies, appointed by BPRL or by the technical representative of BPRL. Inspection shall be carried out as per the pre-defined check list duly incorporated in the tender document including check for vintage/residual life.

- 2.5. The Workover jobs will include (but not limited to) the following:
  - a. Drilling of cement plugs
  - b. Milling operations e.g. milling of packers, bottom hole junks, bridge plug, cement retainer and metallic obstructions.
  - c. Fishing operations e.g. fishing of swabbing tools, logging tools, tubing, drill pipe, packers, piano wire, scrapper's etc. and re-completion of wells.
  - d. Extension of perforation/re-perforation with/without plugging back and subsequent operation to bring the well into production.
  - e. Isolation of zones by setting cement plugs/packers and repairs.
  - f. Stimulation-acidization, hydro-fracturing
  - g. Sand control using gravel packing/screens consolidated pack
  - h. Sand/cement cleaning
  - i. Water shut off job e.g. squeezing cement, sodium ortho-silicate polymer solution or any other techniques.
  - j. Well activation by compressor/nitrogen applications
  - k. Re-completion of wells with/without Gas Lift valves, packer with/without electrical submersible pumps and sucker rod pumps.
  - I. Initial production testing of wells.
  - m. Surfactant/ solvent injection etc.
  - n. Other allied work-over jobs / preparation of Brine/placement of cement plugs using bidders drill strings/ misc. works as may be decided by the company.
  - o. The contractor shall survey at his own cost the locations of the well sites as mentioned in the tender document before bidding.



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- p. Making & breaking including stacking and running in of production tubing's, 2.7/8" OD EUE, drill pipes 2 7/8" etc. as per the standard practice.
- q. Installation of Tubing Head Spool, packing of secondary seal and testing of the same as per the rating.
- r. Testing of X-Mass tree and installation of the same.
- s. Making necessary tubing/ casing connections to the well head set up.
- t. 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.
- u. To make the gas flare line to the flare pit.
- v. To maintain the tubing tally including any down hole production equipment run.
- w. All necessary surface connections to be made by the Successful bidder for activation of the wells using nitrogen pumping unit/compressor.
- x. Enclosures to stop spillage of HSD etc.
- y. All grouting/ anchoring at well site as per OMR / SOP.
- z. All minor modifications required for placement of Successful bidders equipment, such as steel tanks, bunk houses, office camps, DG sets, etc.
- aa. To provide sand bags in case of cluster locations or for any other requirement at well-site.
- bb. To provide 10mm thick MS plate for capping of well towards permanent abandonment. The plate should cover top most casing of 13 3/8" OD size. The plate should be properly welded to the casing after cutting of well head.
- 2.6. Guidelines: Recommended safe procedures & guidelines as per DGMS & OISD, should be followed while carrying out work over & well stimulation operation.

The following information is for general guidelines to the bidders:

- (a) Successful bidder has to provide well site Rig layout and carry out approach road survey on issuance of LOA.
- (b) The successful bidder shall also provide spares for the entire rig package with operating crew at all-time for uninterrupted progress of work and makes available all items mentioned herein ready for use.
- (c) PRESENCE OF CO<sub>2</sub>& H<sub>2</sub>S: In the existing wells, there is no indication of H<sub>2</sub>S or CO<sub>2</sub>. However, the successful bidder has to have H<sub>2</sub>S monitoring system in place, for new development/ exploratory wells.
- (d) The necessary technical details & literature of the rig, tools and equipment such as Engine, Pump, Transmission, Reduction box, Torque Converter etc. are to be kept ready at the time of rig inspection, by TPI agency arranged by the company.
- (e) Bidder has to provide capable and experienced rig crew personnel in accordance with the list provided in the Tender Document.



#### 3. TECHNICAL SPECIFICATION OF WORKOVER RIG:

The broad technical specifications including (but not limited to) the complete tools or equipment, which the bidder shall satisfy or adhere to in the performance of the work are summarized below:

Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
1.	Type of Workover rig	The mobile workover rig with draw works, mast, rotary drive, rig engines and other standard equipment shall be conforming to API standards for cement drilling, plug milling, work over/testing operations in oil &gas wells to a depth of 2000 meters approximately with 2-7/8" Tubing and having a hook load capacity not less than 90MT.  Rig package should include 2 7/8" RH DP, 2000mts each.  Drill Collar 3 ½"/3 1/8": 18nos.  Note: In case of contingency 2 7/8" LH DP (1800 mts) may be required; bidders may quote this separately as an optional item which will not be the part of evaluation.  Note: The proposed rig should be suitable to match the cellar dimensions of 2.6 M(L) X 2 M(B) X 1.7 M(H) approximately.	1. Successful Bidder: 2. Rig Name: 3. Type & Design 4. Name of manufacturer: 5. Date of manufacture:  Carrier Dimensions: Overall dimension: Overall weight:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
2.	DERRICK ENGINE	Single or double, diesel engine with acoustic enclosure(s) [The acoustic enclosure shall be designed for minimum 25 dB (A) insertion loss] capable of transmitting minimum Net horse power of 550HP or suitable HP on intermittent duty in total to the draw Works. While calculating HP of the engine (s), the entire load for accessories drive and transmission & other losses shall be taken into account.  Note: Statutory requirement for SAFETY:  i. All the rotating parts, Belts etc. should be well guarded. ii. Engine(s) should be equipped with" Emergency Kill" devices by shutting off air supply. This device should be operative from the Driller's Console. iii. Engine(s) should have two systems for self-starting: (a) Electrical starting system and (b) Air starting system during operation period inside the	1.Engine: 2. Type& Design 3. Engine HP: 3. Name of manufacturer: 4. Date of manufacture:
3.	DRAW WORKS	well plinth.  i. Min. Input horsepower rating: 550 hp  ii. Min. depth capability: Min. 2500m  with 2 7/8" OD drill pipe.  iii. Hoisting capacity: Min. 90MT.  iv. HYDROMATIC BRAKE: Water-cooled  Hydromatic brake or equivalent,  driven by a suitable twin-disc clutch  (any make) with independent oil bath  chain case to serve as assist brake,  with suitable capacity water tank,  valves and piping installed on the  carrier. Disc brake [shaft mounted] in  lieu of hydromatic shall also be  acceptable.	All the offered equipment are in line with the required technical specifications.  Yes/ No  Manufacturer Model: Rated Power HP
4.	DRILLER'S CONSOLE	The following minimum instruments should be provided as noted below:  i. Weight Indicator, Martin Decker or equivalent make with suitable sensate Should be complete with 6 lines & 8 lines dials for 1" or 1.1/8"	All the offered equipment are in line with the required technical specifications.  Yes/ No



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		[Calibration Certificate shall be provided].  ii. Mud pressure gauges 0-10,000/ 0-6,000 psi. The mud pressure gauge system should have one (1) gauge for standpipe and one (1) for annulus pressure.  iii. SPM indicator for mud pumps at driller's console.	
		Note: Rig instrumentation should be suitable for Hazardous area as per OMR-2017. (For electric and electronic instrument should be as per OMR 2017 and amend time to time )	
5.	MAST	<ul> <li>i. Two-section Telescoping Mast manufactured &amp; monogrammed as per API Spec 4E/4F, with hydraulic mast tilting &amp; extending systems and automatic locking device to lock the mast into its fully extended operating position.</li> <li>ii. Crown block assembly should be complete with sheaves for catline, sand line, sheave units for rig tongs, power tong/pipe spinner.</li> <li>iii. Clear height (below crown) from the ground: Min. 108 feet</li> <li>iv. Static hook load capacity: Min. 90MT with 8/6 lines.</li> <li>v. Wind load resistance with full set back: Minimum 40 mph (64kmph) without guy lines.</li> <li>vi. Hook and tackle system should be suitable for the rig and capable to operate 2 7/8" DP/tubing and 3 ½"/ 3 1/8" drill collars up to the required depth.</li> <li>vii. Handling and racking arrangement for 2 7/8", 2500 mts DP.</li> <li>viii. Minimum 90MTcapacity Crown Block Assembly with adequate no. of sheaves for stringing up to 8/6 (API 8A/8C) lines</li> <li>ix. Mast load &amp; wind guy lines.</li> </ul>	All the offered equipment are in line with the required technical specifications.  Yes/ No  Clear height: Racking capacity: Last inspection on by:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		X. Sheaves for catline, sand line, sheave units for rig tongs, power tong / pipe spinner.	
6.	TWIN STOP DEVICE (CROWN & FLOOR SAVER)	One (1) pneumatically or electronically activated or equivalent Twin-stop Device: Crown Saver to prevent collision between traveling block assembly and the crown block assembly, Floor Saver to prevent collision between the traveling block assembly and the drill floor.	All the offered equipment are in line with the required technical specifications.  Yes/ No
7.	SUB-STRUCTURE	<ul> <li>i. Substructure assembly with provisions for mounting 17.1/2"/20.1/2" Rotary Table, manufactured &amp; monogrammed per API Spec 4E/4F.</li> <li>ii. Floor height adjustable from 10 ft to 14 ft. Fixed heights of min. 14 ft is also acceptable.</li> <li>iii. Minimum clear height under Rotary beams: 11 ft.</li> <li>iv. Combined Static rotary and set back capacity: 170tons (350,000 lbs) i.e. 100+70 tons approx. complete with master bushing, drive bushing, drive chain or other suitable mode shaft. The sub structure should conform to API 4E/4F.</li> <li>v. Work Floor Dimensions: Min. 15 ft x 15 ft</li> </ul>	All the offered equipment are in line with the required technical specifications.  Yes/ No  Clear height: Rated Capacity:
8.	TRAVELLING BLOCK AND HOOK	Min 90MT Capacities unitized travelling block & hook assembly with minimum 4 sheaves.	Travelling Block Manufacturer Model Capacity: No. of Sheaves: Drilling hook : Manufacturer: Model : Capacity:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
9.	ROTARY DRIVE	Rotary drive, for driving 17.1/2"/20.1/2" Rotary Table by means of suitable pneumatic clutch drive or equivalent from the rotary counter shaft. The static load rating of min. 276,000 lbs complete with master bushing.	Rotary Drive:  Manufacturer  Model  Type  RPM range: Independent power source details (If applicable): Make  HP Max Torque:ft- Ibs. at 100 rpm Minimum torque:ft-lbs at RPM
10.	SERVICE WINCH	Hydraulic/pneumatic winch with wire line, tail chain, control valve &hoses installed having bare drum line pull capacity of 5000lbs.	Service Winch Manufacturer Model Load capacity
11.	HYDRAULIC SYSTEM	Suitable for heavy duty power tubing tong, raising &lowering the mast, and hydraulic winch. May be single or double, hydraulic pumps of suitable capacity, completed with necessary hydraulic circuit and accessories. The system should be capable of operating properly the Telescopic Rams of the Rig for rigging up or down the mast, the hydraulic motor to operate the winch and hydraulic subs. preferably; the hydraulic pumps should be driven by the PTOs fitted with the Transmission.	The offered equipment is in line with the required technical specifications of hydraulic system of rig.
12.	ROTARY SWIVEL	Swivel as per API 8A/8C having static load capacity not less than 90MT and rotating load capacity 85 MT with 5000 PSI working pressure and complete with bail bumper support with quick change, gooseneck connection to rotary hose etc. Swivel pin connection should be 3.1/2" / 4.1/2" API REG, LH with matching cross-over.  The rotary system should also incorporate the RPM tachometer for monitoring of parameter.	Rotary Swivel  Manufacturer:  Model: Rated load: Bearing load capacity at 100 RPM:  Make of Tachometer:
13.	ELEVATOR LINKS	150T Welds less elevator links. The links should be compatible to Travelling block & Hook as per API 8C. One set of extra-long link for special operations about 13ft <u>+</u> 1ft shall have to be provided.	Elevator links Size: Mfgr: Model: Capacity: Last inspection: by:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
14.	STAND PIPE	Suitable standpipe manifold with valves &pressure gauges having pressure rating 5000 psi WP is to be provided.	The offered equipment is in line with the required technical specifications of the rig.  Yes/ No
15.	ROTARY HOSE	Rotary hose of 3"/ 3 ½" ID, 5000 psi working pressure, 55 ft long, conforming to API Spec. 7K with safety clamps at both ends & necessary fittings for connection to stand pipe & swivel goose neck.	Rotary Hose Details: Nos.: Size: Length: Pressure Rating: Make: End Connections:
16.	ROTARY KELLY	36-40 ft, 3" square Suitable standard Square/ Hexagonal Kelly with necessary cross over for 2 7/8" drill pipe and 2 7/8" tubing connections. Kelly provided must be as per API 7 suitable for working up to 5000 psi working pressure, compatible to rotary table with Kelly scabbard and matching Kelly bushing capable to work inside 5.1/2"casing. Top drive can be offered in place of Kelly.	The offered equipment is in line with the required technical specifications.  1. Yes/ No  2. Kelly Details:
17.	ROTARY TABLE	Rotary Table with 17.1/2" / 20.1/2" opening and static load rating of min. 90MT of hook load capacity with locking arrangement.	Rotary Table  Manufacturer:  Model:  Size: Load capacity:
18.	AIR COMPRESSOR	Air compressor of required capacity for operating Air starter for the Rig engines and other pneumatic controls. The prime mover engine of the Air compressor will be hand starting (but not electric starting). The Air compressor shall be mounted on the deck itself in a convenient position. If required, the compressor may be placed on the ground also during operation period by laying down necessary lines for air supply. The air receiver supplied should be hydraulically tested at 1.5 times more than the working pressure. Details of testing report should be provided along with the Rig. Also date of testing should such as testing date pressure etc. to be painted on the air receiver.	Compressors Details: Make: Model:
19.	TRANSMISSION	Single or double, torque converter type automatic transmission with minimum 4 nos. forward and 1 no.	Make: Model: Type:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		reverse speed which is/are capable of transmitting minimum 550 HP to the Draw Works.	
20.	Pipe rack	Besides sub structure capacity for drill pipe & tubing stacking, inclined pipe rack arrangement are required for drill pipe and tubings etc.	Yes/ No
21.	WELL SERVICING PUMP	One Diesel Engine driven positive displacement well servicing pump set with min. 500 HP of following specification shall be attached with the Rig. The pump should be equipped all the accessories such as readjustable safety valve, Pressure gauge, Bleed valve with manifold etc. mounted on the pump. The engine of the pump can be an electric starter or with air starter.  Discharge Capacity: 250 US GPM against 1000 PSI50 US GPM against 5000 PSI(Pump set should be equipped with various speed reduction Gear box to meet these parameters)  Well fluid to be handled: NaCl or Calcium Chloride brine. Other fluids like HSD, LWC, Bentonite Mud/Workover fluid, Hi-vis fluid etc. Note: The prime mover engine should	Pump Details: Rating capacity of engine: Rating capacity of Pump: Model/ Make: Diesel engine of the Pump is electric starter or air starter:
		preferably be air starting.  Water pump sets: 2 nos. suitable electrical or engine driven water pumps required to supply water form water pit to different points.  Pump set for filter unit: a separate pump set of suitable capacity (preferably electrical motor driven) which will be exclusively used for running the filter unit.	
22.	Valve manifold	Suitable 5000 psi rating manifold with valves and pressure gauges for pumping to stand pipe, tanks, service provider units etc.	Yes/ No
23.	SOURCE WATER PUMP SETS	Water Pump Sets: 2 nos. suitable electrical or engine driven water	Yes/ No



Sr. No.	Equipment	Technical Specifications	Details of		red Bido	_	o be	filled
		pumps required to supply water from water pit to different points for uninterrupted operations.						
24.	PUMP SET for FILTER UNIT & BLENDER UNIT	A separate pump set of suitable capacity (preferably Electric motor driven) which will be exclusively used for running the Filter unit and Blender unit. The electrical motors and starters for centrifugal pumps of filter unit & blender unit shall be DGMS approved.	Yes/ No: Capacity:					
25.	TANKS	blender unit shall be DGMS approved.  A. Water Tank: 2 nos. + (1 Optional): 40kl capacity each equipped with transfer pump of suitable capacity with necessary hook up.  B. For well fluid storing: 2 nos. tanks of 40 KL capacity each, 2 nos. tanks of 22Kl capacity each with permanent level marking from the bottom.  C. Arrangement for brine/ mud preparation duly fitted with mud mixing system having calibrated mud hoper, butterfly valves, gunning system.  D. 01 (one) no. Acid Tank of 09 KL capacity.  E. Filtered / Blended solution tank: 1 no. tank 9 KL capacity.  F. One no. Trip tank approx. 40/50 barrel with accessories like centrifugal pump, line to feed in hole during tripping out with arrangement to fill up tank with work-over fluid from mud tank	Mud Tank Use Dimension Volume Agitator Mud Guns	Y/ N Y/ N	Activ Y/ N Y/ N	e Y/ N Y/ N N	Res	serve Y/ N Y/ N
		system. Trip Tank level indicator shall also be provided. The electrical motors and starters for centrifugal pumps of trip tank shall be suitable for use in hazardous area of Zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011& IS/IEC/EN: 60079-1:2007.  G. Skid mounted/ portable filtration unit for brine to get the outlet brine solution of 5 micron quality at flow rate of 40m3/ hour at						



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		working pressure of 10 kg/cm2 after fine filter with suitable motor for hazardous area as per OMR.	
		Note: Tanks are to be provided with Mud/ Workover fluid preparation & mixing facilities:	
		<ul> <li>(a) Ramp fitted with mixing hoppers at ramp floor height, ramp area min. 300sq. ft</li> <li>(b) Agitators: The electrical motors and starters/PBSs for agitators shall be suitable for use in hazardous area of zone-I and gas group IIA &amp;IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 &amp; IS/IEC/EN: 60079-1:2007.</li> <li>(c) Bottoms guns (rotatable), jets of best engineering design.</li> <li>(d) Dedicated pumps for preparation of mixing fluid / chemicals/ mud additives. The electrical motors and starters for pumps of chemical mixing hoppers shall be suitable for use in hazardous area of zone-I and gas group IIA</li> </ul>	
		&IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007.  (e) Facility for inter tank fluid transfer shall be such that suction can be taken from each tank as well as delivery can also	
		be given to any tank. Facility for tanker loading / unloading.  (f) Facility for taking fluid return during cement cleaning, milling etc.	
		<ul><li>(g) Suitable screens for placing over tank in well return line (including for cement cuttings and milled plug pieces etc.).</li><li>(h) Acid tank should have bottom</li></ul>	



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		suction facility without dead volume.  Tanks are to be provided with sufficient gratings, hand rails, stair case and should be mounted on runner skid with pipe ends.	
26.	Shale Shaker	The fluid system should also include shale shaker system with one numbers of high speed linear motion with min. capacity 500 GPM preferably of Derrick / Swaco or equivalent make with sufficient nos. of screens of sizes up to 200 mesh.	Yes/ No: Make: Model: Capacity: Nos. of screens offered with sizes of the screens:
27.	SUCTION AND DELIVERY	Suction hose for pump suction lines. From pump delivery manifold suitable bleed line and valve shall be provided.  Pump delivery manifold shall have arrangements for hole fill-up line and kill-line connection.  GENERAL NOTE:  i. All the necessary pipes, fittings, valves etc. required to rig up the static and hook up the pumps shall be provided by the Successful bidder.  ii. Any other pipes, fittings, valves etc. which may be required during operation period shall be	Yes/ No: Size:
	SYSTEM	provided by the Successful bidder.  iii. Adequate length of high pressure pump delivery lines from Well Killing pump, for placement of pump at recommended distance from wellhead be provided by the Successful bidder.  iv. The approximate number of rig loads required for rig movement should be clearly spelt out in the bid giving details of each load.  v. Approximate transportable dimension of one rig load should be confined to 9 M (L) x 3.5 M (W) x 3 M (H).  vi. Supply, storage, consumption / regulation of water & fuel at the	Yes/ No: Fuel storage capacity:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		well sites as well as at the camp site shall be the Successful bidder's responsibility. Any shutdown of operation due to non-availability of water and fuel shall be on the Successful bidder's account.  vii. The Successful bidder shall also provide fuel for all of their vehicles and other stationary engines.  viii. All sorts of lubricants for day to day operation of various rig equipment shall be supplied by the Successful bidder. Also, various spares for rig components shall be stocked / supplied by the Successful bidder.  ix. Well Logging Service: All logging requirements as depicted in the Work over program will be met by BPRL through its in-house or logging Successful bidder's service.  x. Well killing: During well killing, BPRL or his authorized representative will supervise the operation, the necessary service shall be provided by the Successful bidder.	
28.	Fuel storage system	Sufficient fuel storage for at least 10 days to undertake the work over operations without interruptions. CCE guidelines and license required to be followed.	Fuel tank capacity: Fuel Loading/ unloading system:
29.	POWER GENSETS	Suitable noise proof power Generating set/sets of required KVA power considering all electrical loads for uninterrupted operations.	Nos. of generators offered: Model: Rating: Make: Year of Manufacture:
30.	LIGHTING SYSTEM	Explosion proof, suitable for hazardous location with adequate lighting at all the important points. Mast lighting system and area lighting system should be provided with proper fixing arrangements, poles etc.  NOTE: STATUTORY REQUIREMENTS	Yes/ No:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		FOR ELECTRICAL ITEMS  All electrical equipment such as AC motor, starter, pressure switch, cables &conductor fittings, light fittings, Driller Remote Control Panel with all electrical accessories etc. should be suitable for use in hazardous area of zone-I and gas group IIA &IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 &IS/IEC/EN: 60079-1:2007 and bidders are to confirm the same while quoting.	
		The bidder should ensure that RED AVIATION WARNING LIGHTS on the crown of the mast have been provided as per Aviation Standards.	
31.	DRILL PIPES	<ul> <li>a. Drill pipes: 2 7/8" RHDP IF API grade E or higher – 2000mts.</li> <li>Cross-over Subs</li> <li>(i) One lot of necessary substitutes between drill pipe &amp; drill collar, between drill collar &amp; bit, required for drill string.</li> <li>(ii) Suitable fishing tools for each size of Tubular, cross-over subs are to be provided along with the rig.</li> <li>All pipe supplied should be new or premium grade.</li> </ul>	Drill Pipe Details: Size: Type: Length: Yes/ No:
32.	Drill collars	Shall be provided along with the rig:  (A) 3-1/8"/3-½"D/Collar with1-½"or1- 3/4" ID respectively, Range-II, Spiral, with stress relief groove and elevator recess  or  Plain,NC-23/2-3/8"IFConn.23/2 3/8" IFConn. (30/36 kg/m) = 18Nos. singles.  All pipe supplied should be new or premium grade.	Yes/ No:
33.	HANDLING TOOLS	To be provided with the rig All handling tools (not mentioned elsewhere) required to handle/operate tubular / equipment should be sufficiently available in working condition at site.	Bidders confirm to provide all handling tools from S. No. a. to I.  Yes / No  Details of handling tools should



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		(a) Elevators For 2 7/8" drill pipe, capacity 100MT- 2 Nos.one elevator for 5" DP is also required.	be provided for Successful Bidder's tubular for various hole sizes.
		(i) 2.7/8" EUE Tubing capacity 75 MT - 2 Nos.	
		(ii) 3.1/2" / 3 1/8 capacity 100 MT Drill Collar - 1 No.	
		(b) Slips:  (i) Rotary Hand Slip for 2.7/8"  Tubing - 2 Nos.  (ii) Rotary Hand Slip for 3-  1/2"/3-1/8" Drill Collar - 1 No.	Details of Handling Tools:
		<ul> <li>(i) Spider Slip for 2.7/8" Tubing &amp; 2.7/8" Drill pipe - 1 no.</li> <li>(ii) Safety clamps/pup joints for the drill collars</li> </ul>	
		(c) 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" OD Drill pipes & 3.1/2" Drill collars. (j) (ii) Tubing tongs (2.7/8" EUE and NUE) (d) Pneumatic/hydraulic Power Tubing Tong: For 2.7/8" tubing	
		(e) Drill Collar safety clamps: For 3.1/2"/ 3 1/8" Drill Collars	
		(f) Cross-over subs: For various sizes of tubular mentioned above [The bidder should provide necessary substitutes required to use 2.7/8" EUE Tubing/ 2.7/8" OD DP/ 3.1/2" OD Drill Collar etc.]	



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		(g) Tubing Shut-in valve/ QSV (2" x 5000 psi - suitable for 2.7/8" EUE - 2 Nos.	
		(h) Tubing Circulating Head suitable for 2.7/8" EUE tubing: 2 Nos.	
		(i) Chicksan Hoses: Flexible steel piping [2" 1502 Chicksan 10 lops and 2" 1502swivels 10 loops], 2" size 1502 straight pipes of minimum length 170 feet.	
		(j) Tubing Wiper: with heavy duty frame should be provided.	
		(k) Short Joints: The following short joints of assorted length shall be provided as follows for each rig:	
		(I) 2.7/8" EUE N-80 tubing short joint (nipples of 2, 4, 6 ft = 04 nos. each. 2.7/8" IF drill pipe short joint (E- grade or Higher grade) = 04 nos.	
		All items but not limited to, as mentioned below shall have to be provided by the Successful bidder with the rig operations individually:	Bidders confirm to provide all fishing tools from S. No. a. to S.
34.	FISHING TOOLS (Firm)	a)Series 150 Bowen or equivalent releasing and circulating overshot suitable for catching 2.7/8" tubing EUE and 2.7/8" Drill pipe (for coupling and body of tubing and tool joint and body of Drill pipe) and 3-½" /3-1/8" drill collars to operate inside 5.1/2" OD (17-23ppf) & 9-5/8" OD (N-48, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) Casings.	Yes / No  Details of Fishing tools should be provided for Successful Bidder's tubular for various hole sizes.
		(Note for overshot: Overshot should be complete with standard accessories like top sub, packer, and different sizes of spiral grapple with	Details of Fishing Tools:



Sr.	Fauriam and	Taskwisel Considerations	Details of offered rig to be filled
No.	Equipment	Technical Specifications	by Bidder
		control, different sizes of basket grapple with control & mill control packer, lock rings, standard guide, oversize guide, extension sub, hook wall guide, etc. The top sub connection of the overshot should be of tubing connection.	
		<ul> <li>b) Impression blocks to operate inside 5.1/2" OD (17-23 ppf) &amp; 9-5/8" OD (N-48, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) casings.</li> <li>c) Junk subs [OD: 4.1/2" &amp; 6"] to operate inside 5.1/2" OD (17-23 ppf) &amp; 9-5/8" OD (N-48, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) casings.</li> <li>d) Reverse Circulating Junk Baskets to work inside both 5.1/2" OD x 17-23 PPF Casing &amp; for 9-5/8" OD</li> </ul>	
		(N-48, 43.5 PPF/ 47 PPF/ K-55, 40 PPF)  e) 4.1/2" OD Tapered Mill (15 degree - 7.5 degree on each side & 30 degree – 15degree on each side) to work inside 5.1/2" OD x 17-23 PPF Casing. (Refer Note 2)	
		f) Bowen or equivalent makes Eutectic Electrodes, Flux etc for dressing of Mill. g) String Magnet to work inside 5.1/2" OD x 17-23 PPF Casing & for 9-5/8" OD (N-48, 43.5 PPF/ 47	
		PPF/ K-55, 40 PPF) casing.  h) Die collar to work inside 5.1/2" (17 ppf to 23 ppf) casing and for fishing operation of different sizes of tubular and tools & equipment (one complete set with connections).	
		<ul> <li>i) Single trip bridge plug milling and recovery tool for 5.1/2" OD x 17-23 PPF production Casing.</li> <li>j) Suitable fishing tool for all Bidder's tubular.</li> </ul>	
		Note: Sufficient stock of all the above items should be kept available at well site for necessary fishing and milling	



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
<b>No.</b> 35.	BLOW OUT PREVENTER	operation without any down time. All the Mills should be preferably new and shall be avoided any dressing etc.  [As per applicable API specifications] One Annular BOP [Cameron/ Shaffer/Hydril/ Worldwide Oilfield Machine (WOM) make only] 11" x 5000 psi flanged bottom and studded top  One Double RAM hydraulic BOP [Cameron/Shaffer/Hydril/Worldwide Oilfield Machine (WOM) make only] 11" x 5,000 psi flanged bottom connection and11" x 5M studded/flanged top connection, dressed with 2.7/8" pipe ram and BSR with spare set of 2-7/8" pipe ram.  * Suitable DSAFs to match 7-1/16" 5K Wellheads.  * one set of stem & wheel for manually closing BOP as per OISD standard-174  * Suitable cup tester for 5 ½" (17 ppf) casing.  * plug valves, IBOP & FOSV of 5000 psi one each for 2-7/8" EUE tubing & 2-7/8" drill pipe along with necessary connections and change over.  * One complete BOP pressure testing unit (or backer pump) of minimum 5M working pressure, with pump chart and recorder.  * One set of stump to test the BOP to the rated working pressure. Bidder should provide ring gasket for all flange sizes of spools, well head and BOP stack.	Make: Model: Year of manufacture: Size/rating:
36.	Choke and kill manifold	Choke & kill manifold assembly of size minimum 2-1/16" 5M, complete with:  One adjustable choke (either manual or hydraulic) on one side and one fixed choke on other side of distribution block with minimum 5000 psi working pressure. In case, Bidder is offering Hydraulic choke, Bidder to provide remote choke control	Make: Model: Year of manufacture: Size/rating:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		panel complete with pressure gauges, choke position indicator etc.  • Kill line and choke line as per API standard and of pressure rating 5000 psi  • Gate valve, block crosses, tees & pressure gauges.  [As per API Spec. 16D]: One 20 gallon capacity ROP control unit with remote	
37.	BOP CONTROL UNIT	capacity BOP control unit with remote panel and accessories.  Accumulator: Min 12nos. of 10gal capacity each, bladder type accumulators BOP control unit shall be complete with electrical and air operated pressurizing system, with auto pressure switch for both, capable of pressurizing up to 3000 psi. BOP remote control panel with graphic visual display to be placed near to the driller console& Tool Pusher Office.  All electrical items should be suitable for hazardous area, zone-1 gas group IIA &IIB. The electrical motor and starter for BOP control unit shall be suitable for use in hazardous area of zone-I and gas group IIA &IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007.  Note:  1 Portable pressure testing unit & Recorder for pressure testing & recording of high pressure lines, BOP should be available at site.  2 All wellhead equipment/ BOP/ BOP control unit should be pressure tested to its rated capacity and should be certified as per API recommended practice.  3 Unit should have two charging system i.e. pneumatic and electric with auto start and stop facility.	Make: Model: Year of manufacture: Rating:
38.	Other items	<ul><li>i. Casing scrapper: Suitable for 5.1/2" [17-23 ppf], 7" [23-29ppf].</li><li>ii. Electric motor driven Blender</li></ul>	Details of other items:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
NO.		unit: For blending/mixing viscous fluids at Work over well-sites. The blender unit tank should be cylindrical in shape (capacity 4 kl) with electrical motor driven mixer/ agitator. [With a Provision for Hopper connectivity]. The electrical motor and starter/PBS for blender unit shall be suitable for use in hazardous area of zone-I and gas group IIA &IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011& IS/IEC/EN: 60079-1:2007.  iii. Suitable size riser/bell nipple and flow nipple for making up at the wellhead.  iv. FOSV/QUICK SHUT OFF COUPLING: for 2.7/8" EUE tubing. v. Dedicated Skid mounted Well site Chemical Go-down vi. Tool Pusher Office vii. Rig Ware House viii. First Aid Hut ix. Dining bunks x. Training room xi. Thread dope for lubrication of threads. xii. AC bunk house for company personnel 2 nos. with standard accessories and equipment for office use. xiii. Cellar pump: pneumatic cellar pump with suction holes of sufficient length to pump out cellar, complete with all necessary fittings and sufficient hoses for suction from cellar and	by Blader
39.	Welding Machine	discharge to flow line/waste pit.  (One set): Powered by Diesel Engine/Electric transformer with all associated welding and cutting accessories is to be made available at all times at well site of the rig.	Make: Model: Year of manufacture:
40.	Crane/Hydra	Minimum 14 T hydra with its operating crew for handling tubular etc. at well site, shall be responsibility of successful bidder.	Make: Model: Capacity:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
41.	SAFETY DEVICES	<ul> <li>(a) Fall Protection Device: An anti-fall coupled with safety harness/ belt shall be provided for personnel working on mast while exposed to a fall of 3 meters or greater or climbing unprotected vertical ladder with same exposure.</li> <li>(b) DGMS approved Top man's Escape Line &amp; Device: For evacuation of Top Man from racking platform level in case of emergency.</li> <li>(c) Portable Gas Detectors: Portable DGMS approved gas detectors capable of determining/ monitoring level of combustible gases in air should be made available at site.</li> <li>(d) H<sub>2</sub>S monitoring device</li> <li>(e) Derrick man safety belt- 2 nos.</li> <li>(f) All Successful bidder's vehicles, gensets, engines should be equipped with Spark arrestors.</li> <li>Note: All safety equipment are to be in prime working condition.</li> </ul>	Details of safety devices:
42.	General Statutory requirements for SAFETY NORMS	<ul> <li>(a) All the moving / rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded and painted with red colour.</li> <li>(b) SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the times.</li> <li>(c) Anchoring and grouting of the delivery &amp; bleed lines of the pumps should be done before running the pump.</li> <li>Note: Any other item/ assembly not incorporated above and needed for meeting the scope of work in the tender should be provided by the Successful bidder.</li> </ul>	Yes / No:
43.	Other tools	The following items are to be provided for rig operations.	Yes / No: Details of other tools:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		Cross-over Subs  (i) One lot of necessary substitutes between drill pipe & drill collar, between drill collar & bit (4 ½"/4 ¾"/ 8-½"), required for drill string.  (ii) Suitable fishing tools for each size of Tubular, cross-over subs are to be provided along with the rig.  (iii) Bit breakers for 4 ½"/4 ¾"/ 8-½" bits.	
		Provision for loading/unloading of tools, bits, chemicals of BRPL during operations at the well site is to be kept by the successful bidder.	
		GENERAL NOTE: The offered Rig package including all Handling, Fishing and Milling tools & equipment, tubular etc. shall have to be manufactured as per relevant API standards (wherever applicable) and also shall have to be completed with NDT inspection, report of which shall have to be submitted prior to mobilization of the Rig package.	
44.	OTHERSERVICES	TO BE PROVIDED FOR THE RIG OPERATION  A. WORKOVER FLUID  i. BPRL shall provide a mud/ workover fluid program based on the depth data, casing policy as indicated in this document including their recommended dosage for mud/ workover fluid additives and optimum range of mud/ workover fluid parameters which need to be maintained by successful bidder at the well site for achieving trouble free operations.  Note: all Chemicals shall be provided by mud engineering services to be hired separately by company.	Yes / No:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		ii. Scope of work: facility for Preparation of salt solution using KCl, NaCl of required density, bentonite mud & special workover fluid as per well program and preparation Hi-Vis pill as per requirement.  iii. Shift wise fluid report covering the following details as per BPRL's format/ standard IADC Performa-Fluid density, MF viscosity, PH etc. shall be prepared and submitted to the company representative.  iv. The Successful bidder must ensure proper maintenance of mud parameters to avoid damage to producing formations. He should also ensure the availability of completion fluid or drilling fluid at well site by submitting his requirement to the company's representative well ahead of time.  v. In case of any difference of opinion at any stage, with regard to mud policy, BPRL's mud program shall prevail and the Successful bidder must use BPRL's mud policy at that point of time.  vi. Successful bidder shall provide mud balance, MF viscometer, PH meter, PH paper, and dipstick.	
45.	General	<ul> <li>i. All tools required for making up of the above equipment are to be supplied by the Successful bidder i.e. Elevators, slips, Tubing tong, Coupling tong etc. to be provided by the Successful bidder.</li> <li>ii. Consumables as thread dopes to be provided by the Successful bidder.</li> </ul>	Yes / No:
46.	TRANSPORTATI ON SERVICES	Successful bidder's Responsibility including but not limited to:	Yes / No:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		<ul> <li>i. Transportation of Successful bidder's personnel &amp; their material from camp site to drill site and between drilling sites shall be the responsibility of the Successful bidder. All vehicles deployed for this purpose should be in prime condition.</li> <li>ii. All requirements of crane(s), during rig up/rig down &amp; interlocation movements are to be provided by the Successful bidder.</li> <li>iii. The Successful bidder must provide at their cost, equipment &amp; services of the following minimum number:</li> </ul>	
		a)Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.	
		b) Loading/ Unloading at well site is to be done by the Successful bidder.	
		c) The Successful bidder is solely responsible for any damage to existing Electrical infrastructure belonging to third parties viz. state electricity board (GEB), etc. resulting from the movement of the successful bidder's vehicle during ILM. In case of such damage, Successful bidder is fully responsible for repairing of the damaged Electrical infrastructure.	Yes / No:
47.	Statutory Provisions	Bidder to note that all relevant provisions of the following minimum acts/statutes/instructions by statutory authority shall apply:  • CEA (Measures relating to safety and Electricity supply) Regulations, 2010, and latest amendments thereto.	Bidders to confirm to provide  Yes / No



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		<ul> <li>Oil Mines Regulation, 2017, and latest amendments thereto</li> <li>DGMS advisories / instructions</li> <li>OISD advisories / instructions</li> </ul>	
		In case statutory authorities issue relevant instructions regarding operation of the Workover rig/s after the start of operations under this contract, the successful bidder shall implement such instructions at his own cost.	
		i. RIG LIGHTING:	
		<ul> <li>(a) All lighting fixtures, plug &amp; sockets, junction boxes etc. used in hazardous area shall be explosion proof or increased safety Type and shall be suitable for use in hazardous area of zone-I and gas group IIA &amp;IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011&amp; IS/IEC/EN: 60079-1:2007.</li> <li>(b) Lighting cable should be multi core flexible copper cables, 1100 volts grade (armored or screened), Ethylene propylene rubber (EPR) insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968 read with the latest BHEL specifications (OR12003, OR12002 &amp; OR12005) as the case may be.</li> <li>(c) Power supply to the lighting circuit</li> </ul>	
		shall be from phase-to-phase, 230volt, 50Hz (or 60 Hz). Separate lighting transformer of suitable capacity may be used for this purpose.  (d) Red flasher type aviation warning lights should be mounted at the mast top. This light shall be	
		operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation.	



Sr.	Equipment	Technical Specifications	Details of offered rig to be filled
No.	Equipment	·	by Bidder
		(e) Minimum illumination levels to be maintained are as follows-	
		# Sub-structure (derrick-floor) - 80 lux # Peripheral/area - 10 lux # Double board - 30 lux	
		ii. RIG MOTORS: All rig motors, starters, push button stations, junction boxes used in hazardous area shall be suitable for use in hazardous area of zone-I and gas group IIA &IIB in oil mine and shall conform to IS/IEC/EN:60079-0:2011 & IS/IEC/EN: 60079-1:2007. Cable used for motor operation should be multi core flexible copper cables (armored or screened) of 1100 volts grade, EPR insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968 read with the latest BHEL specifications (OR12003, OR12002 & OR12005) as the case may be.	Yes / No:
		ii. EARTH LEAKAGE PROTECTION DEVICE:	
		All out-going feeders for motor, lighting etc. shall be provided with earth leakage protection device so as to disconnect the supply instantly at the occurrence of earth fault or leakage current. [Ref: CEA (Measures relating to safety and electric supply)Regulations, 2010; regulation no.42]  a) All electrical equipment such as motors, light fittings, push button station, plug & sockets, junction boxes, motor starters etc. used in hazardous areas shall be suitable for use in hazardous area of zone-l and gas group IIA &IIB in oil mine and shall conform to	
		IS/IEC/EN:60079-0:2011 & IS/IEC/EN: 60079-1:2007. b) The bidder should furnish the	



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		following along with the offer:	·
		i. Single line power flow diagram showing major equipment viz. Generators, CBs, Bus-bars, ELRs for feeders, NGR system, Motors, Lighting transformer, Starters etc.  ii. Plan layout of electrical equipment used in rig.  iii. List of all electrical equipment used in the W.O. rig with test reports conforming to IS/IEC/EN: 60079-0:2011 &IS/IEC/EN: 60079-1:2007 from an Indian Government Laboratory or NABL accredited laboratory	
		or IECEX accredited laboratory or IECEX accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.  In case of such certificate is not available at the time of submitting the offer, the same shall be submitted prior to commencement of operation. The bidder shall categorically confirm the same in their offer.  iv. Earthling scheme showing	
		double and distinct earth connections for each equipment along with numbering of earth electrodes.	
		<ul> <li>c) Electrical job precautions shall be adopted in the oil field as specified in the CEA (Measures relating to safety and electric supply) Regulations 2010, Oil Mine Regulation 2017, and DGMS guidelines; as amended from time to time.</li> <li>d) The frame of every electrical equipment viz. generators, motors,</li> </ul>	Yes / No:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		transformers, PBS, starters, junction boxes, light fittings, switchboards, PCRs etc. as well as Diesel tanks, Mud tanks, vessels, Work over rig outfit, Bunk houses etc. shall be earthed by two separate and distinct connections with earth. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulationno.41]  e) Proper insulating mat conforming to IS-15652:2006 shall be provided in front of the electrical panels, switchboards etc. for the safety of operating personnel. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.19]  f) Following tools shall be maintained for electrical jobs — i. FLP torch ii. Intrinsically safe Insulation Tester iii. Multi-meter iv. Earth Tester v. Safety belt vi. Rubber insulated gloves for electrical purpose vii. Discharge sticks & lamp tester viii. Electrician's Tool Kit ix. Lux meter  g) Neutral Grounding Resistor (NGR) system:  Successful bidder shall have to provide Neutral Grounding Resistor (NGR) in the incoming power supply. The neutral system should be such that, the earthfault current shall not be more than 750mA in installations of voltage exceeding 250V and up to 1100V for oil fields. The magnitude of the earth fault current shall be limited to the above value by employing	Yes / No:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		suitably designed restricted	
		neutral system of power supply,	
		provided with fail-safe NGR	
		monitoring systems so as to sense	
		the failure of NGR or open-circuit	
		in neutral circuit.	
		h) Lockout and Tag out system shall	
		be provided for electrical panels.	
		i) Danger boards/ Danger notices	
		(with skull & bones, designed as	
		perIS:2551) shall be affixed	
		permanently on every motor,	
		generator, transformer,	
		switchboard, starter, junction box	
		etc. [Ref: CEA(Measures relating	
		to safety and electric supply)	
		Regulations, 2010; regulation	
		no.18]	
		j) Following items shall be affixed /	
		displayed in a conspicuous place –	
		i. Electrical single line power	
		flow diagram	
		ii. Electrical ear thing system	
		schematic	
		iii. Plan layout of electrical equipment	
		iv. Electric shock treatment	
		chart	
		v. One commissioning and	
		statutory record register	
		should be maintained by	
		successful bidder to record	
		the following,	
		<ul> <li>Specifications/nameplate</li> </ul>	
		details including IS/IEC/EN:	
		60079-1:2007as per OMR-	
		2017 and subsequent DGMS	
		guidelines for each electrical	
		equipment.	
		Insulation resistance of all	
		motors, generators, cables, distribution board,	
		distribution board, transformer etc. (in each rig	
		up and monthly)	
		<ul> <li>Register for recording earth</li> </ul>	
		resistance of all electrodes.	



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		<ul> <li>(In each rig-up and monthly).</li> <li>Register for Test record of ELRs (monthly).</li> <li>Schedule -XIII [of CEA (Measures relating to safety and electric supply) Regulations,2010]</li> <li>Electrical isolation/energization permit.</li> <li>Register for flange gap measurement records of FLP equipment (Yearly).</li> <li>File containing details of Electrical workman permit and Electrical supervisor certificate of competency of electrical personnel.</li> <li>Electrical log sheet to maintain records of operational parameters and energy consumption data. (Every shift)</li> <li>Illumination survey records.</li> </ul>	
48.	GENERAL CONDITIONS:	FIRE FIGHTING AND SAFETY EQUIPMENT SERVICES:  a) Successful bidder shall observe such safety regulations in accordance with acceptable oil field service & applicable Indian laws. Successful bidder shall take all measures necessary to provide safe working conditions and shall exercise due care / caution in preventing fire, explosion, blow out and always maintain fire / well control equipment in sound working conditions all the times. Successful bidder shall conduct such safety drills, BOP tests as may be required by BPRL at prescribed intervals & preserve its records for verification. b) Successful bidder shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD —	Yes / No:  Details of items:



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		STD- 189 & OMR.	•
		Firefighting Equipments	
		Firefighting equipment should be as per OISD – 189	
		i) Fire water storage = 1750 LPM X30 MIN= 52,500 liters	
		ii) Fire water flow rate = 1750 LPM	
		iii) Fire water line of min 4" shall be located at a distance of 15 m from the well-head area.	
		iv) Trailer fire pump= 1800 LPM @ 7 kgf/cm2	
		v) Single headed hydrants = 1 no. vi) Water cum foam monitor = 1 no of 1750 LPM	
		vii) Fire hoses = 4 nos.	
		viii) Hose box = 1 no. ix) Multipurpose nozzle = 3 nos.	
		x) Inline foam educator = 1 no.	
		xi) Foam branch pipe = 1 no.	
		xii) Foam compound = 200 lts min.	
		xiii) Weather proof storing facility	
		for above items.	
		xiv) Fire Extinguishers,	
		I. 25 kg trolley mounted DCP fire extinguisher -2 nos.	
		II. 10 kg DCP extinguishers – 20 nos.	
		III. CO2 extinguishers – 8 nos.	
		<ul><li>IV. Sand drum with scoop -5 nos.</li><li>V. Fire extinguisher shed -1 no.</li></ul>	
		VI. Fire bell / alarm – 1no	
		VII. Designated assembly area	
		with sign board	
		VIII. Top-man escape device with	
		chairs / safety clamps as per	
		safety norms.  IX. First aid kit containing all	
		medicines as per OMR 43(3) second schedule.	
		Fire protection at well sites shall be the responsibility of the	



Sr. No.	Equipment	Technical Specifications	Details of offered rig to be filled by Bidder
		Successful bidder. Necessary arrangements are to be made by the Successful bidder for providing specific trained manpower in the field.	
		2. Successful bidder shall have to mobilize one no of factory built Ambulance (not more than two years old) with driver & adequately equipped with all mandatory items like oxygen cylinder, first aid facility, stretcher etc. as per OMR – 2017. This ambulance shall be deployed at the site round the clock 24X7 basis for meeting any emergency situation.	
		3. Successful bidder shall keep all the records as per OMR / Indian laws /acts. These records shall be made available at the time of inspection to the HSE team of BRPL or any other authorized inspecting agency.	
49.	SECURITY SERVICES	Successful bidder shall be wholly responsible for complete security of their equipment, personnel, the complete rig package, base camp, transit & during ILM. The Successful bidder has to make suitable arrangement for security services on round the clock basis at the well site for their personnel & equipment throughout the tenure of the contract. All security related issues shall be dealt by the successful bidder including dealing with the Government agencies. BPRL in no case will be involved in security related issues, relating to its personnel, equipment at site or camp.	Bidders to confirm to provide Yes / No

#### 4. **PERSONNEL TO BE DEPLOYED:**

The Successful bidder will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the Successful bidder's discretion for all the required services except for the rig operations during Work over & completion phases for which the deployment pattern has to be as per the following norm, for per rig operation, with the indicated key personnel:

SI. No.	Key Personnel	Qualification/ Experience	No. per location per shift	Working Hours
1.	Rig manager/Rig Superintendent	As detailed below		On call 24 Hrs
2.	Tool Pusher	As detailed below	1	12 Hrs.
3.	Driller	As detailed below	1	12 Hrs
4.	Asst. Driller	As detailed below	1	12 Hrs
5.	Top man/Derrick man	As detailed below	1	12 Hrs
6.	Floor man/ Rig Man	As detailed below	2	12 Hrs
7.	Roustabout	As detailed below	2	12 Hrs
8.	Master Mechanic	As detailed below	1	12 Hrs
9.	Rig Electrician	As detailed below	1	12 Hrs
10.	Crane operator/pipe layer operator	As detailed below	1	12 Hrs (During General shift and as and when required)
11.	HSE Officer	As detailed below		24 Hrs (During General shift and as and when required)
12.	Welder	As detailed below	1	12Hrs (During General shift and as and when required)
13.	Electrical Supervisor	As detailed below	1	12Hrs (During General shift and as and when required)
14.	Camp boss	-	1	24 Hrs (During General shift and as and when required)
15.	Medic	-	1	24 Hrs (During General shift and as and when required)

Any other man power (including labour) required or felt necessary for the smooth operation of the work over services shall be the responsibility of the successful bidder.

#### NOTE:

- i) The Rig Manager / Rig Superintendent has to be present at station all the times and should report to BPRL's designated office as and when asked for to receive instruction/resolving any issue on contractual obligation.
- ii) KEY PERSONNEL: The qualification and experience of the key personnel are to be as under:

Sr. No.	Designation	Description	Successful Bidder has to provide the following details
1.	RIG MANAGER	He should be a graduate/10+2 qualified of sound health and have minimum 4 years' experience in similar position, out of which at least one year should be on the type of rig offered. He should be capable of writing and speaking English. The candidate having five years' experience in work over/ Drilling operations in deep oil / gas wells as tool pusher may be considered for Rig Manager at the discretion of BPRL. Should be conversant with well control methods to take independent decisions in case of well emergencies. He must possess valid Supervisory Level well control certificate (IWCF).	Qualification: Positions held: Period: From: To: Previous place: Experience:
2.	TOOL PUSHER:	<ol> <li>Should be of sound health and have work experience in Drilling/work over operations in deep oil/gas wells. The minimum qualification should be HS/PU/ISc (10+2) and should be capable of writing and speaking English having minimum 1 year experience as tool pusher and three years' experience as driller. The candidate having five years' experience in work over/ Drilling operations in deep oil / gas wells as driller may be considered for tool pusher at the discretion of BPRL.</li> <li>Must possess valid well control certificate (IWCF) / IADC well cap; and should be conversant with well control methods to take independent decisions in case of well emergencies.</li> <li>Should be conversant about completion fluid or drilling fluid&amp; maintenance of mud property.</li> </ol>	Qualification: Positions held: Period: From: To: Previous place: Experience:
3.	DRILLER	Preferably should be of sound health and have sufficient work experience as driller in drilling or work over oil/gas wells. The minimum qualification should be HS/PU/ISc (10+2) and should be capable of writing and speaking English. He must have 1 year experience as driller and three years' experience as Assistant driller. Must possess valid well control certificate (IWCF) / IADC well cap; and should be conversant with well control methods to take independent decisions in case of well emergencies Should be conversant about completion fluid or drilling fluid.  NOTE: Company reserves the right to accept suitable candidates of not having required qualification.	Qualification: Positions held: Period: From: To: Previous place: Experience:
4.	ASSISTANT DRILLER	The minimum qualification should be HS/PU/ISc (10+2) and should be capable of writing and speaking English with minimum 3 years work over rig experience including 1 year as Assistant Driller in Drilling/Workover Rig.	Qualification: Positions held: Period: From: To: Previous place: Experience:



Sr. No.	Designation	Description	Successful Bidder has to provide the following details
5.	TOPMAN (TM)	Minimum qualification- 10+2 /ITI with minimum 4 years' experience including 2 years as TM OR Read up to Class – 10 with minimum 6 years' experience including 2 years as TM OR Read up to Class – 8 with minimum 8 years' experience as Floor Man including 2 years as TM.	Qualification: Positions held: Period: From: To: Previous place: Experience:
6.	FLOORMAN (FM)/RIGMAN (RM)	Minimum qualification -Read up to Class- 10 with minimum 2 years Oil Field experience with 1 year as FM OR Read up to Class-8 with minimum 3 years Oil Field experience with 1 year as FM.	Qualification: Positions held: Period: From: To: Previous place: Experience:
7.	Roustabout	Should have sufficient experience for the job	Qualification: Positions held: Period: From: To: Previous place: Experience:
8.	MASTER MECHANIC	Must be a Diploma in Mechanical. /Automobile Engg. with minimum two years related experience including 1 year as Assistant Mechanic OR ITI in Diesel Mechanic/Fitter/Motor Mechanic with minimum 3 years related experience including 1 year as Assistant Mechanic.  He should have the knowledge of preventive/ breakdown maintenance procedure of the equipment. He should be able to detect the breakdown of outfit engines, pump and other engines at well site and rectify the problems.	Qualification: Positions held: Period: From: To: Previous place: Experience:
9.	RIG ELECTRICIAN	The minimum qualification and experience of rig electrician should be as under:  i) Shall have Diploma in Electrical Engineering from a recognized institute or university, OR shall possess a certificate in Electrical Trade, preferably with 2 yrs. course from an Industrial Training Institute recognized by the Central Govt. or State Govt.  ii) Shall have minimum 3 years. (For Diploma) or 6 yrs. (For ITI) of experience in the operation and maintenance of electrical equipment in workover/drilling rigs. He should be able to read circuits, communicate, detect and rectify faults.  iii) Shall possess valid Electrical Work Permit (with Parts I & II) issued by State Licensing Board. [Ref: CEA (Measures relating to safety and electric	Qualification: Positions held: Period: From: To: Previous place: Experience:



Sr. No.	Designation	Description	Successful Bidder has to provide the following details
		supply) Regulations, 2010; regulation no.3, 6 & 115 and Oil Mines Regulations, 2017; regulation no.114] as well as electrical competency certificate by DGMS.	
10.	Crane operator/pipe layer operator	Should be provided along with the crane. The crane operator should have a minimum of 2 years work experience in operating a heavy crane/pipe layer attached to drilling/workover rigs and process license for driving heavy motor vehicles.	Qualification: Positions held: Period: From: To: Previous place: Experience:
11.	HSE Officer	Qualification: Should be graduate/ Diploma in safety / fire Engineering after completion of HS/PU/ISc (10+2).  Job Description: Duties & responsibilities include safety during drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspections &work over rig inspections, preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety Analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. To follow all DGMS, OISD & MoEF guidelines and submit return at specified intervals.  a) Responsible for designating 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area.  b) Responsible for issuing safety equipment to all personnel use and maintain these equipment properly.  c) Responsible for designating location entrance and exit.  Experience: Experience as HSE officer of about 3 year. Health, Safety & Environment experience includes formation and implementation of HSE policies, Work Site Inspection & hazard Identification, Training of employees, Task risk Assessments, Permit To Work systems, pre job safety meeting, Accident, incident and Near Miss Investigation & analysis, Report making & Record Keeping, Selection of PPEs suitable for work activity & work environment, Work site Inspections & Audits, and Emergency Response Planning & Loss Control programs, taking precaution for pollution control and environmental management. Should have knowledge on ISO, ISRS certifications etc.	Qualification: Positions held: Period: From: To: Previous place: Experience:
12.	WELDER	Should be provided along with the welding machine. The welder should have minimum 2 years related	Qualification: Positions held:



Sr. No.	Designation	Description	Successful Bidder has to provide the following details
		experience in working in drilling/ work-over wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute of State Govt. (One year course).	Period: From: To: Previous place: Experience:
13.	Electrical Supervisor	He should have a diploma/ITI or equivalent qualification from a recognized institute in electrical discipline and have 2years of experience in operation and maintenance of work over rigs independently. He should also be able to attend electrical faults reported, communicate and rectify faults in lighting circuits.  Note:  He must possess valid workman permit of competency issued by state licensing board or any other issuing authority	Qualification: Positions held: Period: From: To: Previous place: Experience:
14.	Solid Control	He should have a diploma/ITI or equivalent qualification from a recognized institute in electrical discipline and have 2years of experience in operation and maintenance of solid control equipment.	Qualification: Positions held: Period: From: To: Previous place: Experience:
15.	Note	<ul> <li>a. On top of the experience of the personnel as listed above, they all should be conversant with BOP drill as per standard oilfield practice and possess valid mines vocational training certificate (MVT) from competent issuing authority.</li> <li>b. Also, the personnel should be medically fit and possess valid medical certificate in Form 'O' as per Mines rule, 1955.</li> </ul>	

#### Note:

- 1) The personnel deployed by the Successful bidder should comply with all the safety norms applicable during operations including PPE.
- 2) Medical Fitness: The Successful bidder shall unsure that all of the Successful bidder Personnel shall have had a full medical examination prior to commencement of the Drilling operation. - A qualified and registered doctor shall conduct all such medical examinations in accordance with accepted medical standards.
- 3) Training Courses: The Successful bidder shall ensure that all of the successful bidder's Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training etc. required by applicable law and as

is generally consistent with international petroleum industry practice and/or as otherwise required by the Company. - The Successful bidder shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.

- 4) Personnel should be well versed in firefighting, BOP control, gas testing etc. The appropriate certificates to this effect, (recognized institute), also should be submitted prior to mobilization.
- 5) Rig Manager shall be stationed at base office. In case of operational requirement he shall visit well sites and can leave station only on specific permission of BPRL.
- 6) Successful bidder should deploy other personnel at rig site, which shall include drivers, Rig fitters, security men, (both at well site and camp site), power tong operator, services of unskilled labor as and when required for following multiple jobs,
  - Chemical Helper
  - Engineering helper (Additional)
  - Electrical helper
- 7) On/off duty details of rig and associated service personnel should be indicated.
- 8) Deployment of personnel wrt its nos. other than key persons shall be at the discretion of the Successful bidder to run all operations at well site and camp successfully.
- 9) The Successful bidder shall forward the list of personnel deployed in each Rig along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the Rigs with all supporting documents. Any additional manpower deployed by the Successful bidder shall be at the expense of the Successful bidder.
- 10) All the personnel so deployed at the well-site shall only be those whose names are duly approved.
- 11) The age of the key personnel except Rig Manager/Rig superintendent should not be more than 50(fifty) years (supporting document to this effect should be submitted). However, BPRL reserves the right to accept the personnel of above 50 years with good health conditions.
- 12) The Successful bidder shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification and experience as indicated above. Successful bidder shall submit the bio-data/ qualification/ experience/ track record of the relief personnel along with recent photographs for BPRL'S scrutiny. Successful bidder will have to obtain prior approval from Company for the relief personnel of the Successful bidder.

- 13) Company reserves the right to instruct for removal of any Successful bidder's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Successful bidder and the Successful bidder shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- 14) No separate charges for personnel are payable and only the payment shall be made as per the price schedule which forms part of the Tender Documents and agreed by the Successful bidder by way of contract agreement.
- 15) In the event of the failure by the successful bidder to strictly adhere in providing the minimum requirements of key personnelassetoutinclause5.1ofabove, the penalty shall be levied at the following rates & liable to be deducted from the monthly invoices.

FAILURE CLAUSE	PENALTY APPLICABLE
a) Failure to provide Tool Pusher/Rig Manager	At the rate of 5% of the operating day rate for the period of non-availability of the Tool Pusher / Rig Manager separately in each case.
b) Failure to provide Driller and Assistant Driller	At the rate of 3% of the operating day rate for the period of no availability of the Driller and Assistant Driller separately in each case.
c) For any other persons excluding above	At the rate of1%of the operating day rate for the period

### 5. <u>BID MATRIX FOR EQUIPMENT AND SERVICES TO BE FURNISHED BYSUCCESSFUL BIDDER OR COMPANY (BPRL) FOR ONE NUMBER OF WORK-OVER RIG.</u>

The equipment machinery, tools, materials supplies, instruments, services and labor, including but not limited to those listed at the following terms in a tabulated manner shall be provided at the location by BPRL or Successful bidder and at the expense of BPRL or Successful bidder as designated hereunder by `X' mark in the appropriate column:

SL.		AT EXPENS	E OF	SUPPLIED BY	
NO.	ITEM	SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
I. <u>EQUIPMENT</u> :					
1.	Work over Unit complete with safety, hoisting, rotating &	Х		Х	



SL.		AT EXPENSE OF		SUPPLIED BY	
NO.	ITEM	SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
	maintenance equipment according to international practice				
2.	BOP, its attachments & spares	Х		Х	
3.	Choke & kill unit & connections	Х		Х	
4.	All Substitutes	Х		Х	
5.	All Fishing tools as listed & their spares	Х		Х	
6.	Handling Tools for Drill pipe, tubing Drill collar, and other tubular (Elevators, Slips etc.)	X		x	
7.	Welding machine for normal operation with requisite electrodes	Х		Х	
8.	Base/ Well site camp complete in all respect i.e. furniture / fixture etc.	Х		х	
9.	Sand line	Х		Х	
10.	Well Logging Unit & Tools & Services for Logging Operations		Х		Х
11.	Safety equipment including firefighting equipment	Х		Х	
12.	Shut in valves	X		X	
	a) Crane for all work over & other operations.	Х		х	
	b) Sufficient number of vehicles for inter-location movement	X		Х	
	c) Trailer with articulated tractor	Х		X	
	d) 40 Ton crane	X		Х	
13.	e) Truck to lift chemicals	Х		Х	
	f) Vehicles to lift bits/packers etc.	X		Х	
	g) To handle, load & unload of casing tubing, well head etc. (within wellsite)	х		x	
	h) Bowser for handling / transportation of w/o fluid	Х		Х	
14.	Equipment required for supplying water as per contract specification at work over site and camp	Х		х	
15.	Equipment required for generating electricity at the site, camp	Х		Х	
16.	Rig lighting	Х		Х	
17.	Lines / Chicksan / Fittings	Х		Х	
18.	Mud making/loading facilities at well site complete with reciprocating /centrifugal pumps, prime movers, hoppers tankages etc.	Х		х	



SL.		AT EXPENSE OF		SUPPLIED BY	
NO.	ITEM	SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
19.	Tankages inclusive of acid and water storage tanks	Х		х	
20.	Potable/drinking water, permanent provision at well site & camp	Х		Х	
21.	BOP control unit	Х		Х	
22.	Well control accessories	Х		Х	
23.	Drill pipe, drill collar	Х		Х	
24.	Bit breaker	Х		Х	
25.	Crossover substitutes of all sizes	Х		X	
26.	Kelly	Х		Х	
27.	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic)	Х		Х	
28.	Elevator links	Х		Х	
29.	Air winch (s)	Х		Х	
30.	Junk subs, impression blocks etc.	Х		Х	
31.	All sizes of casing scrapper	Х		Х	
32.	Tubing Circulating heads	Х		Х	
33.	Rig warehouse	Х		Х	
34.	Complete sets of tools and wrenches	Х		X	
35.	Flow nipple and flow branch	Х		X	
36.	Hydraulic/pneumatic power tubing tong	х		х	
37.	Tubing spinner	Х		х	
38.	Store house	Х		Х	
39.	All rig instruments as per OMR 2017& Recorder	Х		Х	
40.	Mud motors and spares	Х		х	
41.	Air, water electricity, fuel (HSD) and all lubricants	Х		Х	
42.	Accommodation for Successful bidder personnel	X		X	
43.	Communication equipment as mentioned in the contract	Х		Х	
44.	Equipment and services not heretofore designated but required by Successful bidder for normal operations	X		х	
45.	Equipment not heretofore designated but necessary to fulfil BPRL's instruction		Х	Х	Х
	II.	CONSUMABLES :	<u> </u>		
1.	Fuel for Work over Rig, all vehicles & entire Successful bidder's equipment including camp(including	×		x	



SL.		AT EXPENSE OF		SUPPLIED	ВҮ
NO.	ITEM	SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
	BPRL's designated material)			2.000	
2.	Grease, Lube oil, Cleaning solvent & for all Successful bidder's equipment including accumulator charging gases (also for BPRL's designated equipment on reimbursement basis)	х		х	
3.	Tubing thread lubricant & locking compound	Х		Х	
4.	Salt & Chemicals for preparation of brine during operations		х		Х
5.	Welding consumables	X		X	
6.	All BOP consumables including ring joint gaskets	Х		Х	
7.	Spares for work over rig and accessories	Х		Х	
8.	Regular replacement of consumables of Successful bidder's equipment.	X		Х	
9.	Maintaining adequate stock of consumables	Х		Х	
10.	Fishing equipment, spares as per contract	X		Х	
11.	Replacement of Successful bidder's transport fleet as and when necessary	X		X	
12.	Fuel lube oil and spares for transport fleet as and when required	Х		Х	
13.	First Aid & medicine	Х		Х	
14.	Food materials	Х		Х	
15.	Materials required for up-keepment of health and hygiene	Х		Х	
16.	Materials required for control of pollution due to contractor's equipment/ services e.g. sound / spark / etc.	х		х	
17.	Contractor Camp maintenance	Х		Х	
18.	Replacement of electrical fittings as & when necessary	Х		Х	
19.	Spares & consumables for communication equipment	Х		Х	
20.	Replacement, spares & consumables for firefighting equipment	Х		Х	
21.	Painting of mast & substructure as and when necessary as per color coding to be informed by BPRL	Х		Х	
22.	All sizes of bits as and when necessary		х		Х
23.	All sizes of milling tools	Х		Х	
24.	Chemicals for Drilling Fluid		Х		Х



SL.		AT EXPENSE OF		SUPPLIED BY	
NO.	ITEM	SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
25.	Consumables not heretofore designated but required by Successful bidder in normal operation or needed for the maintenance of Successful bidder's equipment	X		X	
26.	Water for operation at well site	Х		X	
	<u>III.</u>	SERVICE AND PERSO	ONNEL		
1.	Transportation of BPRL's equipment & consumables attached to the rig	Х		Х	
2.	Handling (loading & unloading) and storage of BPRL's, Successful bidder's & sub-Successful Bidder's materials at work over well site	Х		Х	
3.	Transportation of entire Work over rig package with accessories between locations (inter-location move)	Х		Х	
4.	Inter-location movement of Company's equipment attached with the rig	X		X	
	Transportation of personnel				
5.	a) BPRL (Based at camp)		Х		Х
	b) Contractor	X		X	
6.	Collection of bits, light consumables and transportation of same including handling to well site.	х		х	
7.	<ul> <li>a) Site preparation (leveling, base, waste pits, cellar pit, access roads according to the general lay out).</li> <li>b) Store facility for bit and chemicals and other consumable at:</li> <li>c) Well site</li> </ul>	X	X	X	Х
	d) At Intermediate site	X		X	
8.	Communication system for BPRL at site	Х		Х	
9.	Cementing & cementing Services		Х		Х
10.	Water for drilling cementing and production testing	Х		X	
11.	Mud services facilities	Х		Х	
12.	Installation of Well head and control systems	Х		Х	
13.	Tripping of tubular	Х		X	
14.	Medical facilities at well site	Х	_	Х	
15.	Other inspection required by company in excess of contractual inspection	Х		Х	
16.	Well head installation (BOP,	Х		Х	



SL.		AT EXPENS	SE OF	SUPPLIED	ВҮ
NO.	ITEM	SUCCESSFUL BIDDER	BPRL	SUCCESSFUL BIDDER	BPRL
	Production and other equipment)				
17.	Welding materials & welding operations	Х		Х	
18.	All personnel & supervision necessary to operate the Work over unit, including personnel necessary to handle all normal operations on work over wells	Х		х	
19.	Food and lodging of Successful bidder's personnel and up to 10 company and company third party representatives	X		Х	
20.	Work Over operation as per OISD - 182	X		Х	
21.	BOP testing services	Х		Х	
22.	Maintenance of Successful bidder's equipment	Х		Х	
23.	Well killing services	Х		Х	
24.	Fishing services	Х		Х	
25.	Production testing services (wellhead fitting/equipment shall be provided by BPRLs& well site services shall be provided by Successful bidder).	х			Х
26.	Effluent water disposal services		Х		Х
27.	Waste disposal responsibility.	Х		Х	
28.	All Drilling services in line with good oil field practice	Х		Х	
29.	a. Pollution control services	X		X	
30.	b. Sound pollution  Computation and record keeping services	X X		X X	
31.	Catering services	Х		Х	
32.	Medical Services	Х		Х	
33.	Ambulance services	Х		Х	
34.	Firefighting services	Х		Х	
35.	Services of Personnel	Х		х	
36.	Various work sheet drawing, calculation dimensions as mentioned	Х		х	

#### 6. WELL/ WORKOVER RECORDS AND REPORTS:

**6.1** The successful bidder shall keep an accurate record of Well Operations/activities on the Mobile completion/Work over Rig, and any other pertinent information relative to the Well which would normally be recorded in accordance with good international oilfield practices and/or which company may request and/or which is

required by the contract to be recorded on the International Association of Drilling contractors' Report Forms ("IADC Forms"). At the end of each day successful bidder shall deliver to Company the original IADC forms plus eligible copy thereof and a legible copy of other data relating to Well Operations. The IADC forms are to be duly signed by successful bidder's representative. On agreement of the content of the IADC forms, company's representative shall sign the original and the copy and return the copy to successful Bidder. Without limitation, the IADC forms shall give an accurate log and history of each Well showing the depth drilled, formations encountered and penetrated, depth cored and footage of cores recovered during the preceding thirty six (36) hours, and the results of the tests of Well control devices.

**6.2** Copies of the daily IADC reports shall be delivered to Company at the end of each month. Successful Bidder shall prepare such additional reports as Company reasonably directs and submit the same in Soft Copy i.e. CDs etc.

#### 6.3 Material/supply record

The successful bidder shall deliver to BPRL, delivery receipts and other records received by the bidder covering any material or supplies furnished by Company. The quantity, description and apparent condition of materials and supplies so received shall be confirmed by successful Bidder.

#### 6.4 Other reports

a. BOP Space out sheet/stack configuration

BOP space out sheet or stack configuration to be submitted to Company representative and displayed at the workover rig when the BOP is initially installed and updated.

b. Trip sheet

Trip sheet to be submitted to the Company representative after every trip out of and into the hole detailing volumetric record against drill string during displacement during tripping (planned versus actual).

c. BHA sheet

Bottom hole assembly sheet to be submitted after each change in bottom hole assembly containing details of length, dimensions (OD and ID), component type, fishing neck c/w serial and/or part number.

d. Work Permits

Work permits shall be issued for all tasks requiring hot/cold work, electrical isolation/lockout, vehicle entry, working at heights, working in exposed/confined locations etc. Work plan and permit to be submitted by Successful Bidder to Company Representative prior to commencing any such work to ensure that Work is carried out in a permitted safe manner. An isolation policy is to be handed to Company.

#### e. Daily ticket

During operations daily tickets for costs incurred in addition to day rate drilling services will be submitted for each job and signed by both Successful Bidder and Company representatives.

#### f. Performance report

Successful Bidder shall submit monthly or at end of well a performance report detailing equipment downtime - if any, reasons for downtime, and corrective action taken.

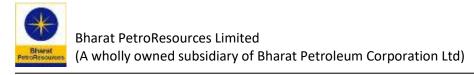
#### g. Log books

Successful Bidder shall produce, at Company's request, the logbooks for all engines, generators, electrical equipment, draw works, rotary table, mud pumps, BOPs and other critical equipment. The logbook must show when equipment was last overhauled, the type of overhaul, list of spares etc.

#### 7. ACCOMMODATION

Suitable accommodation for minimum 10 BPRL/third party personnel of BPRL as detailed below:

- a. Bidder shall provide suitable Drill site Accommodation (DSA) with medical facility, recreation for minimum of 5 BPRL personnel including but not limited to following:
  - 1 Fully AC Rig site office cum accommodation bunk house for Company man on single occupancy basis, furnished with Almirah, attached toilet, computer, printer, photo copier and other facilities One (01) no.
  - 2 Fully AC office bunk house with computer, printer, photo copier and other facilities for BPRL Representatives: One (01) no.
  - 3 AC bunk houses on single occupancy basis for accommodation of four (04) BPRL officials.
- b. In addition, Bidder shall also provide accommodation for 5 additional personnel in the hotel with minimum 3 star rated on single occupancy basis. Before finalizing the accommodation, the same would be inspected jointly and accepted by BPRL Engineer Incharge.



The accommodation should have facilities of dining, laundry, recreation and other utilities (water, power, TV, etc)

#### 8. UTILITIES

#### 8.1. Lubricants

Successful Bidder shall provide all lubricants and grease required by the Workover Rig. Lubricants shall be procured and paid for by Successful Bidder for use on all Successful Bidders' equipment including drill string. Company shall not be obligated to provide lubricants for Successful Bidder's equipment. Successful Bidder shall also provide API modified Casing Dope; Thread Lock for Company supplied tubing.

#### 8.2. Fuel

Successful Bidder shall provide diesel at his cost for both the rig and the drill site and rates quoted in "SOR — Schedule of Rates" shall be inclusive of fuel and lubricants etc. Minimum 05 days of fuel (based on average consumption) or 07KL of fuel stock, whichever is higher, to be maintained all the times during operations. The residual life of fuel tank should be minimum 07 years.

#### 8.3. Water

#### a. Drill water

Successful Bidder shall provide drill water at site for brine preparation and Successful Bidder's equipment to perform the work at the site. Successful Bidder shall also make arrangement for transferring water to mud tanks and all other required points from water source/pit at site.

#### b. Potable water

Successful Bidder shall provide potable water for all the personnel on the rig and if required for any of Successful Bidder's equipment.

#### 8.4. Electrical powers

Successful Bidder shall provide electrical power for Successful Bidder's equipment, Company's and its third party accommodation at site.

#### 8.5. Consumables

Successful Bidder shall provide at its cost all materials and expendables required for the work, including but not limited to, grease and thread compounds, all preservatives, cleaning agents, paints, brushes, rags, tools and lubricants. Successful Bidder shall also provide at its cost, any items of equipment, spare parts, supplies and materials, which are not specifically detailed in the contract, which are required for normal operations according to good oilfield practice.

#### 9. OFFICE EQUIPMENT AND SUPPLIES

Successful Bidder shall provide any necessary office facilities including laptop/desktop along with internet facility, equipment and supplies for Successful Bidder's personnel. Successful Bidder shall also provide appropriate office and lodging facilities to Company's representative as per scope of work.

#### 10. TRANSPORT AND SUPPLY

Successful Bidder shall provide logistic as per Scope of Work and shall carry out loading unloading of Company's and Company's sub successful Bidder's equipment by way of providing lifting, unloading arrangements, etc.

#### 11. **SECURITY SERVICES**

Security at the site shall be provided by Successful Bidder. Successful Bidder shall be wholly responsible for complete security of their personnel, Workover Rig & associated equipment, during operation, ILM, etc. in the well site and camp site. All security issues related to Successful Bidder's equipment and personnel shall be dealt by the Successful Bidder on their own including dealing with Government agencies. Company in no case will be involved in security related issues, relating to Successful Bidder's personnel and equipment/ material.

12. Bidder can offer multiple Rigs as per the Technical specification as mentioned in Scope of Work. All the rigs offered including those with condition "subject to availability" will be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the availability of rig three 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 the rig, will not be considered for price bid opening and would not be considered for award of contract also. Any of the techno-commercially qualified rig can be acceptable for Extended term.

#### 13. RATE ENTITLEMENT CHART FOR DIFFERENT OPERATIONS

Rates applicability for various operations is clearly shown by "X" under appropriate column. No charges shall be payable under any head except column bearing the "X".



Sr. No.	Operations	Operating Rate R-1	Standby Rate R-2	Repair Rate R-3	Lump Sum Rate
1.	Rig(s) Mobilization/ Demobilization				Х
2.	Rig movement after release from one Well till commencement of operations in next Well.				х
3.	Tripping	Х			
4.	Circulation	X			
5.	Waiting on Cement		Х		
6.	Logging Operations		Χ		
7.	Wellhead fitting		Χ		
8.	BOP/X-Mas Tree Nippling Up and Down		Х		
9.	Production Testing with company's Drill pipe or tubing		X		
10.	Repairs/ waiting on equipment (per calendar Month which can be accumulated till one month (12 hours in a month)			Х	
11.	Hours beyond S. No 10				Zero rate
12.	Wellhead test		Х		
13.	Rectification of Wellhead leak		Х		
14.	Hermetical Testing of casing with mud pump	Х			
15.	Well Control and Downhole complications, not due to failure/ negligence of Contractor (when draw works and/or mud pump is running)	X			
16.	Well Control and Downhole complications, due to failure/ negligence of Contractor				Zero rate
17.	Waiting on order from company representatives		X		

Sr. No.	Operations	Operating Rate R-1	Standby Rate R-2	Repair Rate R-3	Lump Sum Rate
18.	Waiting on company's equipment/ materials/ program and services		Х		
19.	Waiting on weather/ daylight for certain production testing operation		Х		
20.	Any operation conducted in a well when draw works or mud pump being used	Х			
21.	Any operation when draw works or mud pump not being used		X		

#### 14. Fishing Tools (Optional)

The following fishing tools may be required at the time of operations. Hence Bidders are requested to furnish the price (item wise) for the below mentioned items on rental basis. Please note that this will not be the part of evaluation and the Bidder's has to furnish item on need basis.

S. No.	Description of Fishing tools on rental basis	Quantity	Unit	Remarks	
1	Wire line grabs, both internal & external - to catch piano wire fish and sinker bars inside 5.1/2" OD (17-23 ppf) Casings	1 Day	Day	Item rates to be quoted in	
2	Wire line grabs, both internal & external - to catch piano wire fish and sinker bars inside 9-5/8" OD (N-80, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) Casings	1	Day		
3	Skirted mill with Junk subs to work inside 5.1/2" OD x 17-23 PPF Casings-for dressing fish top etc.	1	Day	Price bid. However,	
4	Skirted mill with Junk subs to work inside 9-5/8" OD (N-48, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) Casing - for dressing fish top etc.	1	Day	this will not be considere d for price evaluatio	
5	4.1/2" & 4.5/8" Flat Bottom Mill to work inside both 5.1/2" OD x 17-23 PPF Casing for milling Bridge Plug / Retainer Packer etc.	1	Day		
6	Suitable Flat Bottom Mill for 9-5/8" OD (N-80, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) Casing - for milling Bridge Plug / Retainer Packer etc.	1	Day	n.	



S. No.	Description of Fishing tools on rental basis	Quantity	Unit	Remarks
7	Peripheral Milling Tool to operate inside 5.1/2" OD (17-23 ppf) casing	1	Day	
8	Peripheral Milling Tool to operate inside 9-5/8" OD (N-80, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) casing	1	Day	
9	4.1/2" OD Tapered Mill (15 degree - 7.5 degree on each side & 30 degree – 15degree on each side) to work inside 5.1/2" OD x 17-23 PPF Casing	1	Day	
10	Single trip bridge plug milling and recovery tool for 9-5/8" OD (N-80, 43.5 PPF/ 47 PPF/ K-55, 40 PPF) casings	1	Day	
11	Pilot Mill to work inside 5.1/2" OD x 17-23 PPF Casing Concave Mill to work inside 5.1/2" OD x 17-23 PPF Casing	1	Day	
12	Tapered Mill to work inside 5.1/2" OD x 17-23 PPF Casing	1	Day	

#### End of Part -5

#### PART-6

#### **Special Conditions of Contract**

#### 1. **GENERAL**

- 1.1. Contractor shall be responsible to carry out the Work / perform Services as per details contained in 'Part 5 Scope of Work' of this Tender Document.
- 1.2. Contractor will perform the Services with reasonable skill and care as can be expected from an experienced contractor carrying out such services.
- 1.3. Contractor shall be responsible for timely provision of all required personnel, materials and equipment necessary for the Work / Services.
- 1.4. Wherever, it is mentioned in the Tender Document that Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the value of Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

#### 2. **DEFINITIONS**

Following terms and expressions shall have the meaning hereby assigned to them unless the context requires otherwise:

- 2.1. "Affiliate" shall mean any company which is a subsidiary or parent or holding company (of any tier) of a company or is the subsidiary (of any tier) of a company which is the parent or holding company (of any tier) of a company.
- 2.2. "Applicable Laws" shall include all Laws (National, State, Municipal, Local Government or others) and any requirement, bylaw, ordinance, rule, regulation, enactment, order or decree of any Governmental authority or agency (National, State, Municipal, Local or other) having jurisdiction over the Work/Services or Worksite or other locations where the Work/Services will be performed including, but not limited to, those laws related to Health, Safety and the Environment. "Applicable Laws" shall include all of the former laws which exist at the Effective Date as well as any new ones which may be enacted during the term of this Contract.
- 2.3. "Associated Services" means the equipment and services asked for in the Contract, along with Workover Rig Services as listed in the Contract.
- 2.4. "Base Camp" means the camp where Contractor's Personnel shall reside along with specified Company Personnel for providing Workover Rig Services in accordance with the Contract.

- 2.5. "Breakdown Time" means the duration of the period for which all or any of Contractor's Equipment, or any part thereof causes discontinuation of Services.
- 2.6. "Breakdown day rate" means the rate mentioned in the "SOR" and to be paid to the contractor for the conditions under which the rig or its equipments and associated facilities are required but not available for operation on the well and suspended due to breakdown/repair of Contractor's Equipment.
- 2.7. "Company" or "Owner" or "Operator" or "BPRL" means Bharat PetroResources Limited), a public limited Company incorporated under the Companies Act 1956 and having its Office at Maker Tower, 'E' Wing, 9th Floor, Cuffe Parade, Mumbai 400005 and includes its successors and assigns.
- 2.8. "Company Group" means the Company, its Affiliates, its Co-Venturers and their Affiliates, its and their other Contractors (other than Contractor and its sub-contractors) and their Affiliates and directors, officers, employees and agents of all the foregoing.
- 2.9. "Company's Items" means the equipment and materials, which are to be provided by Company at the expense of Company as is listed in the Contract.
- 2.10. "Company Representative(s)" mean such person(s) who has been duly appointed by Company to act on Company's behalf at Wellsite and whose appointment has been duly notified in writing by Company.
- 2.11. "Contractor Group" means the Contractor, its Affiliates, its contractors and their Affiliates and directors, officers, employees and agents of all the foregoing.
- 2.12. "Contractor's Items" / "Contractor's Equipment" means the equipment and materials which are to be provided by Contractor or by Company at the expense of Contractor which are listed in the section under 'Scope of Work'.
- 2.13. "Contractor's Personnel" means the personnel to be engaged by Contractor for operating Workover Rig on 24 hrs basis for performance of job/ services.
- 2.14. "Contractor's Representative(s)" mean such person who has been duly appointed by Contractor to act on Contractor's behalf at site and whose appointment has been duly notified in writing to Company.
- 2.15. "Contract Price/Value" shall mean the sum accepted or the sum calculated in accordance with the rates accepted by BPRL and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities and to be borne by Contractor for payment in line with the statutes without any liability on BPRL for any of these charges. The prices shall remain firm during currency of the Contract unless specifically agreed to



- in writing by BPRL except the liability that accrues due to statutory regulation.
- "Day" means a calendar day of twenty-four (24) consecutive hours beginning 2.16. at 00:00 Hrs. (IST) and ending at next 00:00 Hrs. (IST).
- 2.17. "Demobilization" means the removal from Drillsite/Wellsite/Rigsite/Location, of the Workover Rig including all equipment (and re-exported by Contractor to the point of origin, or to an SEZ in India or block transferred), spares, consumables. Goods and Contractor's Personnel Drillsite/Wellsite/Rigsite/Location in accordance with a Demobilization Notice issued by Company to that effect.
- 2.18. "Demobilization Notice" means the communication issued by the Company to the Contractor advising the latter to demobilize Workover Rig including all required equipment, spares, consumables, Goods and Contractor's Personnel from a Drillsite/Wellsite/Rigsite/Location upon completion of a Job/ expiry of Contract /termination of Contract.
- 2.19. "Facility" means and includes all property of Company, owned or hired, to be made available for services under this Contract and as is described in this agreement, which is or will be a part of Company property.
- "Goods"/ "Consumables" means the materials of consumable nature that 2.20. the Contractor is required to make available at the Location/ Drillsite in the required quantities in order to ensure un-interrupted provision of Services during the entire Duration of Contract.
- "Government" means Government of India and/or the government having 2.21. jurisdiction over the area where the Contractor is working/positioned inclusive of any ministry, agency, authority or other entity controlled by it.
- "Gross Negligence" shall mean such wanton and reckless conduct, 2.22. carelessness or omission as constitutes in effect an utter disregard for avoidable and reasonably foreseeable consequences of an act involving an extremely high degree of risk by which act harm is intended or harm is the inevitable result of conscious disregard of the safety of others".
- "Hour" means an hour of sixty minutes. For the purpose of hire and / or 2.23. penalty charges, fraction of an hour up to 30 (thirty) minutes will not be taken into account and more than 30 (thirty) minutes will be treated as one full hour.
- 2.24. "Inter-Location Movement" means transfer of Workover Rig, all Contractor's Equipment, spares, consumables, Goods, its manpower and Company's Items from one Location/Wellsite, after rig release at that location, to the next Location/Wellsite as per Company's advice.

- 2.25. "Job" means a particular operation required to be carried out by Contractor as per Company's instructions as a part of Services.
- 2.26. "Mobilization" means taking of all actions / steps by Contractor to arrange, transport, assemble, placement as per layout, rig building of the designated work over rig to the extent of inspection including all required equipment, spares, consumables, Goods and Contractor's Personnel, which are specified by Company in its Mobilization Notice(s), available at the Location designated by Company therein and being in readiness to commence the Services.
- 2.27. "Mobilization Date" means the date by which the Contractor shall be required to mobilize its equipment, materials and/or personnel at a Location and be in readiness to commence Services, as shall be mentioned in the Mobilization Notice.
- 2.28. "Mobilization Notice" / "Call out Order" means any communications sent by Company to Contractor, subsequent to issue of the LOA, asking the latter to mobilize the required equipment, materials and/or personnel at Drillsite/ Wellsite/ Location by the date specified therein. Contractor shall be required to mobilize all required Goods, Contractor's Personnel and/or Contractor's Equipment, as may be specified in the Mobilisation Notice, within the agreed period from the date of issue of Mobilization Notice by Company.
- 2.29. "Month" means a complete calendar month of the Year.
- 2.30. "Operating Area" means those areas in Block CB-ONN-2010/8 & CB-ONHP-2017/9, Gujarat, India in which Company may from time to time be entitled to conduct Drilling Operations/ Well Testing Operations/ Workover Operations.
- 2.31. "Operating day rate" means the rate mentioned in the "SOR" and to be paid to the contractor for the conditions under which the rig and its equipments and associated facilities are in operation on the well.
- 2.32. "Schedule of Rates" / "SOR" means the 'Schedule of Rates' or 'Price Schedule' to be annexed to the 'Letter of Award' ("LOA") specifying the agreed prices payable to Contractor for its various Services.
- 2.33. "Services / Work" mean the services to be provided / work to be performed by the Contractor under the Contract as are more particularly described in the 'Scope of Work' of the Tender Document and shall include such other services as may from time to time be agreed to in writing between the Contractor and the Company.
- 2.34. "Specifications" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

- 2.35. "Standby day rate" means the rate mentioned in the "SOR" and to be paid to the contractor for the conditions under which the rig or its equipments and associated facilities are not in operation on the well.
- 2.36. "Tender / Bid" means the proposal alongwith supporting documents submitted by Contractor for consideration of Operator/Company/BPRL.
- 2.37. "Termination Date for Charges" means the date & time when the Workover Rig is released by Company after completion of Services or when the Contractor is required to commence demobilization of its Workover Rig in accordance with the instructions contained in the 'Demobilization Notice' issued by Company to Contractor.
- 2.38. "Tests" means such process or processes to be carried out by Contractor as are prescribed in the Contract / are considered necessary by BPRL or its representative to ascertain the quality, workmanship, performance and efficiency of Contractor's Equipment, Goods and/or Services.
- 2.39. "Third Party" means any party or entity other than Company and Contractor.
- 2.40. "Wellsite/ Drillsite / Rigsite/ Worksite/ Location" means the physical location where an oil or gas well is being drilled / is to be drilled by Owner.
- 2.41. "Wilful Misconduct" shall mean an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other party and shall also mean to include a conscious wilful act or conscious wilful failure to act which is deliberately committed with the intent to cause harm or injury to persons or property.
- 2.42. "Workover Operations" means any operation required to be carried out using Workover Rig by Contractor in accordance with the Scope of Work.
- 2.43. "Workover Rig" means Workover rig complete with pumps, power packs, and other accessories and equipment as listed in this Tender document.

#### 3. SCOPE OF WORK

- 3.1. Contractor shall perform the Services as described herein and specified in the 'Scope of Work' (Part 5 of the Tender Document) in connection with Company's Testing and Drilling Programme. The quantities given price bid are indicative only.
- 3.2. As part of Services, Contractor shall furnish certain equipment, materials & supplies, and necessary manpower required to perform services (including but not limited to Brine mixing/ treatment etc.) as per 'Scope of Work' and may include provision of other services within Contractor's capabilities that Company may request at any time.

- 3.3. In case Services are required to be provided round the clock, Contractor shall ensure that sufficient number of Contractor's Personnel is deployed to perform Job/ Services without any interruption.
- 3.4. Provision of all required logistic and material handling facilities during periods of Mobilization, Demobilization and Inter-Location Movement (ILM) will be Contractor's responsibility and at its own cost.
- 3.5. Water and Fuel for Contractor's Equipment (including Workover Rig) will be provided by Contractor at its own cost.

### 4. EFFECTIVE DATE, COMMENCEMENT DATE FOR CHARGES AND CONTRACT DURATION

- 4.1. The date of issue of Award of Contract' ("LOA") by Company shall be the 'Effective Date' of the Contract and as such all terms and conditions of the Contract shall come into effect from the date of issue of the LOA by Company.
- 4.2. "Commencement Date for Charges" shall be the date & time of completion of mobilization of Workover Rig in accordance with Mobilisation Clause of SCC or the date & time of completion of 7 (seven) Day period after submission by Contractor of the required notification to Company declaring arrival of all its required equipment, personnel and materials at the prescribed Location, whichever is earlier.
- 4.3. "Duration of Contract" shall be the period of 06 months from Effective Date (Primary Term) of 3 firm wells i.e. work over of PA#01, PA#02 wells & permanent abandonment of DE#01 well in block CB-ONN-2010/8 with a provision for "Extended Term" for testing of 2 optional wells, which will be drilled in CB-ONN-2010/8 and CB-ONHP-2017/9 blocks in future, at the same rate, terms & conditions. After completion of the primary term Contractor is free to deploy the rig anywhere. Extended term can be on mutual agreement basis within 18 months from the Effective date with the same rates, terms and conditions. Any of the techno-commercially qualified rig can be acceptable for Extended term.
- 4.4. Contractor will complete Services in progress at a well on the date of expiry of Duration of Contract.
- 4.5. BPRL shall have the option / right to terminate the Contract, at any time before the expiry date of the Contract in accordance with the provisions contained in the Contract.
- 4.6. Contractor shall furnish required consumables, crew, equipment, tools, and accessories and shall work such hours, including extra shifts and overtime operations and shall furnish such other necessaries to assure performance of Service in accordance with the Contract and in accordance with statutory

requirements / Applicable Laws / Rules. Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of operation for the Services.

#### 5. MOBILIZATION

## 5.1. Mobilization Period

Contractor shall mobilize Workover Rig including all required equipment, spares, consumables, Goods and Contractor's Personnel required for Workover Operations or any other services defined in Scope of Work at Wellsite/ Drill site / Rig site/ Worksite/ Location within 30 Days from the date of issue of the 'Mobilization Notice' by Company subsequent to issue of LOA. Contractor will advise readiness for commencement of mobilization / shipment to Company site at least three (3) days before the actual mobilization / shipment start of.

5.2. Mobilization of Workover Rig including all required equipment, spares, consumables, Goods and Contractor's Personnel shall commence after issue of Mobilization Notice by Company. Mobilization shall not be complete until the Workover Rig is properly positioned at the first Wellsite, rig-up operations completed, inspected by Company and the Workover Rig is complete with all equipment & spares as per the Scope of Work of the subject tender. Mobilization shall be deemed to be complete when Workover, all required equipment, spares, consumables, Goods and/or Contractor's Personnel are placed at Wellsite/ Drillsite / Rigsite/ Worksite/ Location, and are in readiness to commence work as envisaged under the Contract, duly certified by Company Representative.

Contractor has to mobilize and Rig up workover rig within mobilization period itself and inform the Company to carry out the inspection. Company reserve the right to inspect the rig within 7 days from the Rig-up completion and information from the contractor to the company in writing. In case of any deficiency found during inspection, Contractor to rectify the same and the mobilization shall not be considered complete till rectification and acceptance by the Company.

In case inspection of workover rig is not carried out by Company Representative within 7 days from the information from the contractor, mobilization shall be deemed to have completed.

5.3. Mobilization Charges for Workover Rig will be payable after completion of Mobilization in accordance with the above mentioned Clause and certification thereof by Engineer-in-Charge/ Company Representative. The ODR/ SDR will be applicable only after acceptance and completion certificate issued by Engineer In-charge.

- 5.4. Even if Contractor fails to complete the Mobilization process strictly as per Clauses above, the Company may, at its discretion, allow commencement of Services without completion of mobilization, provided it is possible to start the Services with the items and personnel since mobilized. However, Mobilization Charges will be paid to Contractor only after completion of Mobilization as per Clause above. The Contractor shall be liable to pay for delay in Mobilization as per the Clause mentioned elsewhere.
- 5.5. Company reserves the right to terminate the Contract and forfeit the Security Deposit if Contractor fails to complete Mobilization of any item/personnel /material within a period of five (5) weeks after expiry of the Mobilization Period prescribed in Clause above.
- 5.6. No compensation or payment will be made by Company to Contractor due to termination of Contract in accordance with Clauses above.
- 5.7. Responsibility of obtaining necessary approvals/permissions from local authorities (if required) for making all necessary arrangements such as, but not limited to, raising /shifting of electrical power lines/telephone/data lines, cutting of the trees/bushes etc., required for mobilizing the contractors equipments at site, will be with the contractor. However BPRL will provide recommendatory letter to the concerned authority if required.

## 6. INTER-LOCATION MOVEMENT

6.1. The period of Inter-location Movement shall commence from the time Company releases Workover Rig for rig-down at a particular location and shall end after rig- up at the next location is completed and the Workover Rig, Contractor's Equipment, spares, consumables, Goods and/or Contractor's Personnel is ready to perform operations at next Wellsite. Such readiness of Contractor's Equipment, Workover Rig etc. to perform operations at the next Wellsite shall be acceptable to Company.

During Inter-Location Movement, Contractor shall, apart from performing the required obligations specified elsewhere in the Contract, transfer Contractor's Items including Workover Rig, Contractor's Personnel, Company Equipment and all materials including additional and optional items, if any, to the next location after rig - down. Before commencement of operations at the next location, Contractor shall complete all jobs, including but not limited to, rig - up of service lines, block, hook etc., compliance/ rectification to meet safety norms and any other job normally done in such situations in accordance with sound international petroleum industry practices.

Contractor shall complete the Inter-Location Movement within a period of maximum 5 (five) Days for rig movement for distances upto 10 Kms between the location of two (2) wells. For rig movement involving distances over & above 10 Kms, additional time of one (1) Day shall be allowed for each 10 Km

distance or part thereof. In case of delay to complete Inter-Location Movement within the prescribed time frame, provisions of Liquidated Damage clause shall apply.

The permissible time for Inter-Location Movements suspended by force majeure shall be extended by the duration for which the force majeure conditions last provided occurrence of Force Majeure being notified to Company in accordance within clause mentioned elsewhere. No day rate shall, however, be payable for such extended period in Inter-Location Movement due to force majeure.

- 6.2. If any equipment, tools, consumables, Contractor's Personnel are required to be moved from one Wellsite/ Drillsite / Rigsite/ Worksite/ Location to the next Wellsite/ Drillsite / Rigsite/ Worksite/ Location, Contractor shall be solely responsible for such Inter-Location Movement.
- 6.3. Contractor shall only be paid ILM charges for carrying out Inter-Location Movement. No other charges shall be payable for the period starting from Rig Down at one Wellsite/ Drillsite / Rigsite/ Worksite/ Location till the Workover Rig, Contractor's Equipment, spares, consumables, Goods and/or Contractor's Personnel are placed at next Wellsite/ Drillsite / Rigsite/ Worksite/ Location, and are in readiness to resume work at the next Wellsite.
- 6.4. Responsibility of obtaining necessary approvals/permissions from local authorities (if required) for making all necessary arrangements such as, but not limited to, raising /shifting of electrical power lines/telephone/data lines, cutting of the trees/bushes etc., required for ILM of the contractors equipments at site, will be with the contractor. However BPRL will provide recommendatory letter to the concerned authority if required.

## 7. **DEMOBILIZATION**

7.1. After completion of Services, all equipment, materials and accessories, consumables and spares etc., brought into India on re-export basis shall be re-exported by Contractor to the point of origin, or to an SEZ in India or block transferred, except consumables and spares that have got consumed in Workover Operations. In case of failure to do so within the prescribed timeframe, except under circumstances relating to Force Majeure, Company's Reserves the right to withhold, from Contractor's final settlement of bills, the estimated amount equivalent to customs duty and/or penalty leviable by customs on such default in re-export. In the event all / part of the equipment etc. are block transferred by Contractor within the country as per provisions of Applicable Laws to an area where customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate Government clearances in India, Contractor shall be fully liable for payment of the due customs duty etc. In case of termination of Contract by Company due to any 'Default by Contractor'; or by Contractor; no Demobilization Charges shall be payable to Contractor, except as otherwise mentioned in the Contract.

- 7.2. Contractor has to provide the necessary undertaking for compliance of Demobilization conforming clause 7.1 above and Indemnity bond for any claims arising on account of non-compliance of clause 7.1.
- 7.3. Demobilization of Workover Rig including all required equipment, spares, consumables, Goods and/or Contractor's Personnel (upon completion of Services or expiry/termination of Contract), shall be completed by Contractor within thirty (30) days of completion of Services/expiry / termination of Contract or from the date/ period specified in the concerned Demobilization Notice.
- 7.4. No rates except Demobilization Charges shall apply after the date/ period specified in Demobilization Notice for commencement of Demobilization each time.
- 7.5. Responsibility of obtaining necessary approvals/permissions from local authorities (if required) for making all necessary arrangements such as, but not limited to, raising /shifting of electrical power lines/telephone/data lines, cutting of the trees/bushes etc., required for demobilization of the contractors equipments at site, will be with the contractor. However BPRL will provide recommendatory letter to the concerned authority if required.

## 8. CONTRACTOR'S PERSONNEL

- 8.1. Contractor shall provide all required manpower for necessary supervision and execution of all Services under the Contract to Company's satisfaction. The likely number of personnel required to be deployed is mentioned in the Scope of Work.
- 8.2. Contractor shall deploy, on regular basis, its employees of all categories required for economic and efficient provision of Services.

# 9. FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELLSITE

- 9.1. During the course of provision of Services, Contractor shall have to make its own arrangements to provide, on daily basis, food and accommodation for its personnel at its own cost during the entire course of Workover Operations.
- 9.2. Contractor shall provide and maintain good/standard food & accommodation for all its own & its sub-contractor's personnel and for ten (10) of Company designated personnel free of charge at the Base Camp. For any Company designated personnel in excess of ten (10), rates as specified in the Schedule of Rates shall be payable to Contractor. A meal should consist minimum of

- soup, salad, rice, dal, Indian bread, two Indian curry Options, One Non-veg option and sweet. Menu to be jointly decided with Engineer In-Charge.
- 9.3. In case Company decides to move Company designated personnel from the Base Camp provided by Contractor to a hotel/ other place because of poor up-keep of the camp/poor quality of food; which will be solely judged by Company; total cost incurred by Company for boarding/lodging / transportation of such personnel shall be recovered from Contractor's running bills. Company's judgment on standard of boarding/lodging provided by Contractor will be final. Company will not act unreasonably in the exercise of these provisions.
- 9.4. Contractor will provide adequate quantity of hygienic bottled drinking water for drinking and cooking purpose and hygienically safe water for other daily use of personnel.
- 9.5. Transportation of Contractor's Personnel, Company's Personnel and personnel of Company's contractors other than the Contractor staying at Base Camp to & fro Wellsite will be arranged by Contractor.
- 9.6. Medical Facilities: Contractor shall arrange to provide medical facilities and paramedics, including an ambulance, at Wellsite at its own cost.

# 10. Contractor's Items / Contractor's Equipment

- 10.1. Contractor shall provide all the required equipment, materials, consumables, spares, chemicals and accessories required for performance of Services under the Contract as specified in this document.
- 10.2. Contractor will maintain sufficient all fuel and lubricants stock for uninterrupted operation of Contractor's Equipment both at Wellsite and Base camp-site at Contractor's cost.
- 10.3. Contractor will provide electricity at both drill-site and Base camp-site for meeting Contractor's as well as Company's and various subcontractors' requirements.
- 10.4. Damage to or loss of Workover Rig:

Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Workover Rig and its other property irrespective of how such loss, damage or destruction is caused. If the Workover Rig 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

Workover Rig 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 Workover Rig, except for its payment of monies then due or liabilities to be discharged in respect of Work already done under this Contract in respect of that Workover Rig.

# 11. PROVISION OF WORKOVER OPERATIONS

Contractor will perform the Services with due diligence in a safe and workmanlike manner in accordance with accepted international oil field practices as can be expected from an experienced Contractor carrying out such services. Wherever, it is mentioned in the Tender Document that Contractor shall perform certain work or provide certain services / facilities, it is understood that the Contractor shall do so at its own cost and the rates mentioned in the Contract shall be deemed to have included the cost of such performance and provisions so mentioned.

# 12. MAINTENANCE OF CONTRACTOR'S EQUIPMENT

Contractor shall maintain Workover Rig and all equipment in good working condition at all times during the Duration of Contract.

Contractor shall be solely responsible for maintenance and repair of all Contractor's Items and will provide all equipment, spare parts, materials, consumables etc. during the entire 'Duration of Contract'.

## 13. ADVERSE WEATHER

Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Contractor's Equipment and Contractor's Personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives, for the time being at Wellsite, will not act unreasonably in the exercise of this Clause.

## 14. CONTRACTOR'S SPECIAL OBLIGATIONS

14.1. It is expressly understood that Contractor is an independent contractor and that neither it nor its employees nor its sub-contractors are employees or agents of Company. However, Company is authorized to designate its Company Representative / Engineer-in-Charge, who shall at all times have access to Contractor's Equipment, materials and all records, for the purpose of observing, inspecting and designating the work to be performed hereunder by Contractor. Contractor may treat Company Representative at Wellsite as being in-charge of all Company's and Company designated personnel at Wellsite and Base Camp. Company Representative may,

- amongst other duties, observe, test, check and control provision of Services performed by Contractor and examine records kept at Wellsite by Contractor.
- 14.2. Contractor shall arrange for inland transportation of all Contractor's Equipment, etc. from the port/previous location to the place of work and back at the end of Work/Services at its own expense. Arrangement of Road Permits for bringing Contractor's Equipment / Goods to Wellsite shall be Company's responsibility but payment of 'State Entry Tax' shall be Contractor's responsibility.
- 14.3. In case Contractor imports equipment etc. on re-export basis, Contractor shall ensure re-export of the equipment and all consumables and spares (except those consumed in provision of Services during the Duration of Contract) and complete all documentation required upon completion of Services/termination/expiry of Contract. Company will issue necessary certificates etc. to facilitate re-export as required. Contractor shall arrange for re-export of Equipment within a period of thirty (30) days from the date of issue of 'Notice of Demobilization' by Company. If the re-export is not completed within the specified period or is not block transferred as per the provisions of Applicable Laws, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and the same will be deducted by Company from Contractor's bills and/or security deposit.
- 14.4. Contractor shall fully warrant that all the Goods/Consumables offered by it shall be new, unused and of first quality according to specifications and shall be free from defects.
- 14.5. Contractor shall furnish required crew, equipment, tools, and accessories and shall work such hours, including extra shifts and overtime operations and shall furnish such other necessaries to ensure performance of Services in accordance with the Contract and in accordance with statutory requirements / Applicable Laws/Rules. Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of operation for the Services.
- 14.6. Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent fires and blowouts to protect the hole. 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 Company Representative about the well condition and finally well shall be killed after mutual discussion with Company Representative.
- 14.7. Contractor shall pressure test BOP and related equipment at least once in every 21 Days or at such intervals as is instructed by Company Representative. However, the testing procedure and frequency must comply

with the Applicable Laws. Contractor shall record results of all such tests in the 'Daily Progress Reports (DPR)'.

14.8. In the event any well under operation hereunder shall blowout or crater due to Gross Negligence of Contractor, Contractor will bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold Company harmless in this regard.

#### 15. TEMPORARY SUSPENSION

15.1. Company shall have the right to temporarily suspend the Contract at any time for Company's own reasons, compensating Contractor for completed work, for any additional reasonable expenses demonstrated/ supported with documents by Contractor that were incurred directly and exclusively as a result of such suspension. Temporary suspension can be done by Company for Company's own reasons during the 'Duration of Contract' and 50% (fifty percent) of the Standby Rate (With crew / without crew; whichever is applicable) shall be payable during such temporary suspension or it may give demobilization notice, as it may deem fit at its sole discretion. If Company advises Contractor to carry out Demobilization, Demobilization Charges and re-Mobilization Charges (in the event of Re-Mobilization based on Company's notice) will be payable by Company. Provisions of Mobilisation Clause of SCC will apply for Remobilization of Contractor's Items including Workover Rig and manpower.

## 15.2. Rights And Privileges Of Company

Company shall be entitled -

- i. To check the Contractor's Items before and after mobilization. If the same are not found in good order or do not meet specifications as per 'Scope of Work' or in case of non-availability of some of the Contractor's Items listed therein, Contractor may not be allowed to commence or resume operations until Contractor has remedied such default.
- ii. To change the drilling/testing/completion programme or to complete or abandon operations in any well at any time.
- iii. To check, at all times, Contractor's stock level, to inspect Contractor's Items and request for renovation or replacement thereof, if found unsatisfactory or not conforming to regulations or specifications.
- iv. To reduce the rates reasonably, at which payments shall be made to Contractor if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision of the Contract.

#### 16. EMERGENCY

- 16.1. Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to take over operation of Contractor's Equipment and direct Contractor's Personnel accordingly in the event Company's interest so demands. In such case, Company will notify Contractor of its decision and within three (3) Days confirm such notice in writing, setting forth the reasons for its action.
- 16.2. In such event, Company shall pay Contractor in accordance with terms of the Contract as if Contractor was carrying out the operations.
- 16.3. 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 operations has been returned back to Contractor, the equipment shall again be put at Contractor's disposal in the same condition as they were at the time the operations were taken over by Company, taking into account normal wear & tear and any inherent defects at the time of being taken over by Company.

## 17. CONSEQUENCES OF DEFICIENCY

# 17.1. Deficiency

In case Contractor fails to provide any item covered under 'Scope of Work' of Contractor, Company may arrange to provide the same to Contractor in exceptional cases only and not as a routine matter. In the event Company decides to provide any items/equipment/spares/manpower to Contractor either on its own or through Third Party on rental/consumption basis for commencement of operations or during operations, the following shall be applicable:

- i. Items shall be provided by Company at the risk & cost of Contractor.
- ii. Items/equipment 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 Company.
- iii. Charges for the items/equipment/manpower would be charged on (actuals + 15% of the same as supervision charge) basis and deducted from bills of Contractor.
- iv. In the event the rented items/equipment are not returned by Contractor within the specified period of three months, rental charges would be charged @1.5 times of the actuals.

v. Deduction will be calculated based on 'Company Determined Cost', which shall be treated as final, basis of which shall be provided to Contractor.

## 17.2. Consequences of Deficiency in Provision of Manpower

In the event of Contractor's failure to strictly adhere to its obligation of providing the minimum applicable requirement of key personnel as set out in Scope of Work, penalty shall be levied at the following rates:

FAILURE	PENALTY (Per Day)
a) Failure to provide Tool Pusher/Rig Manager and Night Tool Pusher	At the rate of 5% of the Operating Day Rate for the period of non-availability of the Tool Pusher/Rig Manager and Night Tool pusher separately in each case.
b) Failure to provide Driller and Assistant Driller	At the rate of 3% of the Operating Day Rate for the period of no availability of the Driller and Assistant Driller separately in each case.
c) For any other persons as mentioned in Mobilization clasue.	At the rate of 1% of the Operating Day Rate for the period of non-availability of each key personnel except those mentioned in (a) & (b) above.

## Notes:

- i. The above penalty will apply apart from the deductions as mentioned in 'Schedule of Rates'.
- ii. The above penalty rates are applicable for the first five days.
- iii. In case more than one key personnel is not available at a time, penalties applicable for such personnel will be levied simultaneously.
- iv. Beyond 5 days, penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
- v. Contractor will be paid at Zero Rate, if operations are suspended due to non-availability of key personnel.
- vi. Details of Key Personnel are mentioned in Scope of Work of Tender Document.
- 17.3. In addition to the provisions on Safety specified in the Tender Document and other applicable statutory requirements, following penalty shall also be levied for violations relating to Safety, Health & Environment:
  - i. For violation of applicable Safety, Health and Environment related norms penalty @ Rs.5, 000/- per occasion.

- ii. For violations as above resulting in any physical injury penalty @ 0.5% of the Contract Value (subject to a maximum of Rs.2, 00,000/-) per injury, in addition to Rs.5, 000/- as in item 1 above.
- iii. For fatal accidents penalty @ 1% of the Contract Value (subject to a maximum of Rs.10, 00,000/-) per fatality, in addition to Rs.5, 000/-as at item-1 above.

Contractor shall be required to take a suitable Insurance Policy with a view to cover itself against the above penalties and submit a copy of the said policy to the Engineer-in- Charge within 30 Days after completion of Mobilization.

## 18. WARRANTY AND REMEDY OF DEFECTS

- 18.1. Contractor shall carry out all of its obligations under the Contract and shall execute the Services in conformity with the specifications set forth in the 'Scope of Work' and/or conform to Contractor's published specifications.
- 18.2. Contractor shall ensure that its Goods and Services will meet Company's requirements with regard to quality, quantity or specifications which are set out in the Contract and shall be fit for the purpose as per international practices.
- 18.3. Contractor shall ensure that Contractor Personnel are duly qualified and are and will remain sufficiently qualified, careful, skilful, diligent and efficient to enable the Services to be efficiently performed by Contractor.
- 18.4. Should Company discover at any time during the Duration of the Contract, or within the Demobilization Period of fifteen (15) days after completion of the Services, that the Services do not conform to the foregoing warranty, Contractor shall promptly, and positively within 3 Days after receipt of Notice from Company, commence to 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 expense. If, such corrective work is not performed within a reasonable time, Company may, at its option, have such remedial work performed by others and charge the cost thereof to Contractor, which Contractor shall pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, its Performance Security may be forfeited. Notice of non-conformity shall be shall be given to Contractor by Company prior to the former's actual physical demobilization from the last Wellsite.

# 19. COMPENSATION FOR CONTRACTOR

## 19.1. Rates

Company shall pay Contractor, as full compensation for the Services and for provision of Goods, Contractor's Items and Contractor's Personnel, the rates

and sums described hereunder and specified in 'Schedule of Rates'. Day Rates / Hourly Rates are payable from the 'Commencement Date for Charges' in accordance with the concerned Mobilization Notice till the respective 'Termination Date for Charges' in accordance with the concerned Demobilisation Notice.

The rates payable under the Contract shall be fixed and firm throughout the Contract period and shall not be subject to change for any reason whatsoever unless specifically mentioned herein.

The Rates mentioned in the 'Schedule of Rates' are based on Contractor's operations being conducted on a seven (7) Day week and twenty-four (24) hour work - day basis.

Rates shall be pro-rated to nearest half hour periods based on a twenty - four (24) hour day. Without prejudice to the generality of the foregoing, any additional costs of whatever nature relating to delays in crew changes due to any reasons whatsoever shall be borne by Contractor, except as otherwise provided in Schedule of Rates.

# 19.2. Operating Day Rate (ODR)

The Operating Day Rate as specified in Schedule of Rates shall apply per twenty-four (24) hour day and pro rata in respect of any part of a day, payable after the 'Commencement Date for Charges' and all the time when the Workover Rig is operating, except when specifically provided elsewhere in the Contract, until the Workover Rig is released for move to the next location or demobilized or till the 'Termination Date for Charges'.

# 19.3. Standby Day Rate (With Crew and Without Crew)

The Standby Day Rate (with or without crew) specified in Schedule of Rates shall apply in the event that the Company, at its option, has suspended operations at Wellsite, including but not limited to the below mentioned situations, unless specifically mentioned elsewhere in the Contract:

- Waiting on cement
- Assembling and dis-assembling of BOP, X-mas Tree & related equipment.
- Electric logging and wire line operations
- Production testing with Company's drill pipe or tubing
- Waiting on order from Company Representative
- Waiting on Company's equipment, materials, programme and services
- For all time during which the Company at its option may suspend operations other than in case of Temporary Suspension in accordance with Emergency Clause above.
- Waiting for day light for certain production testing operation.

- · Waiting on weather
- Any operation when Draw works or Mud Pump is not being used.
- i. Standby Day Rate (With Crew SDR: 85% of ODR)

The Standby Rate (With Crew) shall apply when Contractor's Personnel are on the Workover Rig but Work is not being conducted.

ii. Standby Day Rate (Without Crew SDR: 60% of ODR)

The Standby Rate (Without Crew) shall apply at 60% of ODR when Contractor's Personnel are not on the Workover Rig and Work is not being conducted.

Standby Rate (Without Crew) shall also apply when Company requests Contractor to release all crew members, except those required for protection and necessary maintenance of Contractor's Equipment. Contractor shall release such crew members within twenty-four (24) hours of Company's request.

# 19.4. Breakdown Day Rate (BDR: 90% of ODR) / Repair Rate

The Breakdown Day Rate as specified in Schedule of Rates shall apply per twenty-four (24) hours and pro rata in respect of any part of a day and shall be payable when operations hereunder are suspended due to breakdown/repair of Contractor's Equipment and shall continue for a maximum cumulative period of twelve (12) hours per Calendar Month, after which no remuneration (Zero day rate) shall be paid to Contractor whilst operations are suspended due to breakdown or repair of Contractor's Equipment until resumption of operations. The time required for conducting routine maintenance, such as, but not limited to, slipping of lines, repacking swivel, replacing liners, testing of blow-out prevention system (hereinafter "BOP") and well control equipment shall be excluded from periods of suspension under this Clause upto thirty (30) hours per month.

## 19.5. Force Majeure Day Rate (FDR: 75% of ODR)

The 'Force Majeure Day Rate' shall apply at 75% of ODR per twenty-four (24) hour day and pro rata in respect of any part of a day and shall be payable after the first day of any period in which operations are suspended due to a Force Majeure cause and such cause being notified to Company in accordance with Force Majeure clause , unless specifically mentioned elsewhere in the Contract and shall continue until resumption of operations

hereunder or until the Contract is terminated in accordance with provisions of 'Termination Clause'.

# 19.6. Inter-Location Movement Charges

The lump sum Inter-Location Movement Charges as specified in Schedule of Rates will apply for Inter-Location Movement upto a distance of ten (10) kms between two (2) Locations/ Wellsites. If the distance between two (2) Locations/ Wellsites exceeds ten (10) kms, the per km Inter-Location Movement Charges will apply for distance above ten (10) kms.

The Inter-Location Movement Charges shall cover all costs incurred by Contractor during Inter-Location Movement period. The time for Inter-Location Movement suspended by force majeure, shall be extended by the period for which force majeure conditions last. No day rate, whatsoever, will be payable during Inter-Location Movement period or the extended Inter-Location Movement period.

# 19.7. Charges for Contractor's Personnel

Charges for deployment of Contractor's Personnel, as specified in the 'Schedule of Rates', are included in the respective 'Day Rates' mentioned above. As such, as & when the required Contractor's Personnel are not deployed, in accordance with Company's instructions, the applicable 'Day Rates' shall be deducted accordingly after levying penalty in accordance with Deficiency clause above.

# 19.8. Mobilization Charges and Demobilization Charges

The lump sum amounts mentioned in the 'Schedule of Rates' for mob/demob shall apply for mobilization / demobilization to Company specified location and vice versa in accordance with mobilization/demobilization request issued by the Company from time to time.

- i. Mobilization Charges: The lump sum for Mobilization Charges specified in 'Schedule of Rates' shall be due to Contractor after completion of Mobilization and shall cover all costs incurred by Contractor before and until completion of Mobilization.
- ii. Demobilization Charges (25% of Mobilization Charges): Except as provided elsewhere in the Contract, the lump sum for Demobilization Charges specified in Schedule of Rates shall be due to Contractor after completion of Demobilization in accordance with Contractual provisions and shall cover all costs incurred by Contractor for closing down operations until completion of Demobilization in accordance with Demobilization Notice without any exception.

The lump sum for Demobilization shall be appropriate to the location to which Contractor demobilizes its equipment and/or personnel. Demobilization shall start as soon as Workover Rig, Contractor's Equipment and Contractor's Personnel are released by Company. No other charges shall be applicable during demobilization period and only lump sum Demobilization Charges will be paid for completion of Demobilization.

In case of termination of Contract by Company for Contractor's Default or by Contractor itself, Demobilization Charges would not be payable to Contractor unless specifically mentioned elsewhere in the Contract.

## 19.9. Cost of Goods/Consumables

Cost of Goods / Consumables for a particular item, if specified in Schedule of Rates, shall be payable by Company upon consumption on actual basis.

## 19.10. Zero Rates

Zero Day Rate will be applicable under following condition:

- Shutdown of operations for more than twelve (12) hours per Calendar Month on account of repair/ breakdown or waiting on Contractor's Equipment including Workover Rig.
- ii. in the event of any Well Control and Downhole complications, due to failure/ negligence of Contractor.

## 19.11. Rate Conflict

In any case where two or more rates could apply to a given situation, the Contractor accepts that Contractor shall be paid at the lowest applicable rate.

#### 20. PERMITS & LICENCES

# 20.1. Ingress and Egress At Locations

Company hereby agrees that it shall provide Contractor with all necessary rights of ingress/egress to the Location/ Wellsite including any permits or licenses required for performance by Contractor of all Works contemplated by the Contract. In the event of any restrictions, conditions, or limitations in Company's permits / licenses, which would affect the right of free ingress / egress to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees to promptly advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same.

20.2. Verification of Character and Antecedents of Contractual Manpower

In all contracts involving deployment of Contractor's manpower within BPRL's premises like plants, offices, installations, rigs and stock-yards etc., Contractor shall submit the following documents to BPRL prior to start of work:

- i. Undertaking from Contractor that the character and antecedents of the person(s) proposed to be deployed by it are impeccable.
- ii. Undertaking from Contractor that it has scrutinized the previous working of the person(s) proposed to be deployed by it and there is nothing adverse as regards his/her character and antecedents.
- iii. Along with the above mentioned undertakings, Contractor will provide certified photocopies of 'Police Verification Certificates' for inspection by an authorized representative of BPRL. Contractor has to obtain 'Police Verification Report' (signed by an officer equivalent to DSP rank or higher) from the area where the person(s) to be deployed has/have been residing for the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police Verification Report' should be obtained from that area where the person(s) has/ have stayed last.

## 20.3. Licences

Contractor shall procure all necessary licenses, permits and authorizations to enable it to perform the Services. To the extent that such licences or permits are required to be issued by any Indian authority, the Company will provide necessary assistance to Contractor to obtain such licences and permits, if required details are provided well in advance. The cost of obtaining such licences or permits shall be borne by Contractor. Contractor shall be responsible for preparation and submission to Company of a 'Master List' of all items to be temporarily imported into India - such list to be divided into consumable and non- consumable items.

## 21. LIABILITY

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- 21.1. In the event of breach of any Applicable Law;
- 21.2. In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- 21.3. In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- 21.4. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

21.5. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect/consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

# 21.6. Contractor's Equipment

- i. Contractor should ensure adequate insurance to cover its risks/liabilities under the Contract and for loss or damage to Contractor or its Subcontractor's equipment above the rotary table.
  - In case Contractor does not take insurance cover for its equipment and its Subcontractor's equipment, Company's liabilities for loss or damage to Contractor or its Subcontractor's equipment shall be governed as per terms and conditions of the Contract only and all other risks and liabilities Contractor's equipment and its Subcontractor's equipment shall be borne by Contractor.
- ii. If any of Contractor's or its sub-contractor's down-hole equipment becomes lodged or lost in a well, Company may, at its sole discretion, direct its drilling Contractor to fish out such equipment or abandon it or discontinue any fishing operations at any stage. If Company does not pursue or discontinues fishing operations provisions of subsequent Clause shall apply.
- iii. Subject to clauses below, Company shall be responsible for damage to or loss of Contractor's Equipment below the rotary table and shall reimburse Contractor the depreciated replacement cost or cost of repair, as applicable, for the item lost or damaged, less all proceeds from insurance on the item lost or damaged. The replacement cost shall be computed by taking seventy-five percent (75%) of the original actual cost of the downhole equipment and then depreciating that amount on a straight-line basis @ 20% (twenty percent) per annum commencing on the 'Commencement Date for Charges' of that equipment under the Contract. Contractor shall provide details of cost of Contractor's Equipment below the rotary table within 30 Days of signing of the Contract.
- iv. Notwithstanding the above, or any other provision of the Contract to the contrary, Company shall not be responsible for damage to or loss of Contractor's Equipment below the rotary table where such loss or damage is caused by the Gross Negligence or Wilful Misconduct of Contractor's Personnel, or use of damaged or defective equipment or the negligent or intentional use of fatigued equipment, or abuse of such equipment, or blowout or fire.

- v. Whenever any loss, damage or destruction of/to any of the Contractor's Equipment as referred above occurs, the Contractor shall immediately notify the same to Company describing the circumstances of such loss / damage. Whenever the Contractor makes any claim pursuant to the provisions under Clause above, the Contractor shall furnish the following documents / information in support thereof:
  - List of equipment or other property lost, damaged or destroyed,
  - Extent of damage,
  - Copy of purchase invoice
  - Customs Clearance Vouchers, Invoices or any other documents indicating the date of import (or clearance from SEZ, as the case may be) of the equipment in India.
  - Costs of repairs, if any, supported by evidence of the same.
  - Customs duty paid in case of spares, consumables, accessories, explosives etc.
  - Depreciated Value of the damaged/lost equipment as per Contractor's books of accounts.
- vi. In the event of replacement/repair of lost/damaged equipment(s)/tool(s), mobilization of their replacement/ repair shall be treated as fresh cases under the Contract. Mobilization period and payment of charges towards Mobilization shall be governed accordingly except under events of Gross Negligence or Wilful Misconduct on the part of the Contractor.
- vii. It is understood that pending receipt of claim supported by the required documents/information mentioned above, no payment shall be due to the Contractor on this account. In the event that Contractor's Equipment or property is lost, undisputed portion of such loss shall be reimbursed by Company within one (1) Month from the date details of the claim are submitted by Contractor.
- viii. It is understood and agreed between the Parties that the loss, destruction or damage to Contractor's Equipment other than as provided above shall be to the account of Contractor.

## 21.7. Liability for Well or Reservoir

Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of:

i. Any sub-surface damage (including but not limited to damage or loss of a well or reservoir or formation, the loss of any oil or gas therefrom; or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or

- ii. Blowout, fire, explosion or any other uncontrolled well condition; and/or
- iii. Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- iv. Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs thereof, whether caused by its personnel or equipment or otherwise arising from or in any way connected with such sub-surface operations or in performing or attempting to perform any such operations;

#### 21.8. Pollution Or Contamination

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

- i. Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.
- ii. Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, but not limited to that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oils, gas, water or other substances, save and except pollution or contamination for which the Contractor assumes liability in terms of Clause above.
- iii. In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered as between the Contractor and Company, to be the same as of the Party for whom the work was being performed and all of the obligations respecting defence, indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.
- 21.9. Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, other contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to equipment and/or loss of or damage to property of the Contractor and/or its contractors or sub-contractors, irrespective of how such loss or damage is caused, and even if caused by negligence of Company and/or its servants,

agent, nominees, assignees, other contractors and sub-contractors, the Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

- 21.10. Neither Company nor its servants, agents, nominees, assignees, other 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-contractors irrespective of how such injury, illness or death is caused, and even if caused by negligence of Company and/or its servants, agents nominees, assignees, other 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 therefrom.
- 21.11. 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, other contractors and sub-contractors for loss or damage to equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arise out of or in connection with performance of the Contract.
- 21.12. 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, other 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 performance of the Contract.
- 21.13. Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to equipment and/or loss or damage to property of Company and/or its other 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, Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.14. 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 other 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 therefrom.
- 21.15. 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 other contractors or sub-contractors when such loss or damage or liabilities arise out of or in connection with performance of the Contract.
- 21.16. The Company hereby further agrees to waive its right of recourse and 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 injury to, illness or death of any employee of the Company and of its other contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with performance of the Contract.

# 22. Indemnity

- 22.1. Except as otherwise provided herein, 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 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.
- 22.2. Except as otherwise provided herein 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, other contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part or other faults.
- 22.3. Contractor shall protect, indemnify and hold harmless Company, its Affiliates, its co-venturers, directors, officers and employees of the Company and its co-venturers from any and all claims or liability of income, excess profits, duties, employment taxes, salaries, wages and compensation and in general royalty, all other taxes assessed or levied by the Government or by any proper authority thereof against Contractor or its sub-contractors or against

Company and, its Affiliates, its co-venturers, for or on account of any payment made to or earned by Contractor under this Contract. Contractor shall further protect and hold the Company, its Affiliates and its co-venturers harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to Contractor's employees and all taxes assessed or levied against or on the account of any property or equipment of the Contractor.

22.4. The indemnities given herein above by Company shall not apply for loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by Gross Negligence or Wilful Misconduct of the Contractor.

#### 23. INSURANCE

23.1. Contractor shall procure at Contractor's expense full and sufficient insurance cover with a recognizable and acceptable insurance company in respect of its liabilities hereunder and / or as required by all Applicable Laws and will, on request by Company, produce evidence of the respective policies of insurance and receipts evidencing payment of current premia. Contractor shall ensure that the insurance cover is maintained for the entire 'Duration of Contract'.

# 23.2. Waiver of Subrogation

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

"The insurers hereby waive its rights of subrogation against any individual, company, Affiliates or assignees for whom or with whom the assured may be operating to the extent of the contractual indemnities undertaken by Contractor."

#### 23.3. Certificate of Insurance

Within 15 Days of commencing performance of the Contract, Contractor shall, upon request, furnish Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance company or companies carrying the aforesaid coverages, (3) effective and expiration dates of policies, (4) that Company will be given thirty (30) days written advance notice for any material change in the policy, (5) waiver of subrogation endorsement attached to all policies, (6) the territorial limits of all policies.

If any of the above policies expire or are cancelled during the 'Duration of Contract' and Contractor fails for any reason to renew such policies, Company may replace the same and charges the cost thereof to Contractor.

Should there be a lapse in any insurance required to be carried by Contractor under the Contract, for any reason whatsoever, losses resulting therefrom shall be for the sole account of Contractor.

#### 23.4. Deductibles

That portion of any loss which is not covered by insurance provided for in this Clause, solely by reason of a 'deductibles' provision in such insurance policies, shall be for the account of Contractor.

## 23.5. Insurances required by Sub-contractors

Contractor shall require all of its sub-contractors to provide such of the foregoing insurance coverage as Contractor may consider necessary.

# 24. **CONSEQUENTIAL LOSS**

The expression "Consequential Loss" shall mean indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit.

Notwithstanding any provisions to the contrary contained elsewhere in the Contract and except to the extent of any liquidated or other damages provided for in the Contract, the Company shall save, indemnify, defend and hold harmless the Contractor from Company's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless the Company from Contractor's own Consequential Loss.

# 25. FORCE MAJEURE

- 25.1. Upon occurrence of Force Majeure as mentioned in the GCC and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within twenty-four (24) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 25.2. Should `force majeure' conditions as stated above occur and should the same be notified within twenty-four (24) hours after its occurrence either party will have the right to terminate the Contract if such `force majeure' condition continue beyond fifteen (15) days with prior written notice.
- 25.3. Rate Conflict

In any case where two or more rates could apply to a given situation, the Contractor accepts that Contractor shall be paid at the lowest applicable rate.

# **26. LIQUIDATED DAMAGES**

- 26.1. In the event Contractor fails complete the job in accordance with tender terms and conditions, then Liquidated Damages @ 1 % of Contract Value (basic value i.e. excluding GST) for every week of delay or part thereof up to a maximum of 5% of Contract Value (basic value i.e. excluding GST) will be deducted from the Invoice(s) value.
- 26.2. The Parties agree that the figures of Liquidated Damages indicated herein above are genuine pre-estimate of the loss/damage which Company would have suffered on account of delay/ breach on the part of the Contractor and the said amount would be payable without any requirement of proof of the actual loss or damage caused by such delay/breach.
- 26.3. All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained. In the event of any difference(s) between the Parties, the decision of Company shall be final and binding.
- 26.4. Provisional Liquidated Damages (based on contract value excluding GST) would be deducted at the time of delay in delivery/mobilization. However, in cases where the concluded contract value is different from the original contract value due to change orders/variation in executed quantities/extension of time etc., the concluded contract value shall be considered for recovery of Liquidated Damages for late delivery/delayed completion. GST shall be applicable on the LD amount deducted.

# 27. TERMINATION OF CONTRACT

- 27.1. **Termination for Convenience by Company:** Notwithstanding anything contained herein to the contrary, Company shall have the right to terminate the Contract at any time, even though Contractor has not defaulted hereunder and, in such an event, Company shall be under no obligation of any nature, except as provided hereunder, and Contractor shall not be entitled to any other compensation or remuneration of any nature, except for the Services rendered till such time the Contract is terminated and the due Demobilization Charges, if any.
- 27.2. **Termination due to default by Contractor:** Company shall have the right to terminate this Contract with immediate effect and forfeit the Performance Security Deposit submitted by the Contractor upon default of Contractor. Default shall be deemed to have occurred upon the occurrence of any of the following events:

- 27.3. If Company becomes dissatisfied with Contractor's conduct of Work hereunder, including, without limitation, slow progress, negligence, or insufficiently skilled Contractor Personnel and Contractor fails to commence to remedy and cure the same within 3 (three) Days after receipt of written notice thereof by Company.
- 27.4. If Contractor becomes insolvent, or makes any transfer or assignment for the benefit of creditors, or files for voluntary bankruptcy or receivership proceedings are instituted against Contractor.
- 27.5. If Contractor commits a breach or default in any of its covenants or obligations under this Contract and fails to cure and remedy the breach or default within 3 (three) Days after receipt of written notice thereof by Company, unless another time interval is provided herein for the same.
- 27.6. If any Governmental agency fails or refuses to grant Contractor Personnel the required entry permits pertaining to the location where Work is to be performed and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 27.7. If any Governmental agency fails or refuses to approve performance of Work by Contractor and/or Contractor Personnel and Contractor fails to remedy the same within ten (10) Days after receipt of written notice thereof by Company.
- 27.8. If Contractor and/ or Contractor Personnel commit an illegal act which: (i) is a violation of this Contract; or (ii) jeopardizes Company's relationship with the Government or any community where Company may conduct its operations, as determined by Company.
- 27.9. Termination for any of the aforesaid reasons shall be effective immediately from the date of default by Contractor and its Security Deposit shall be forfeited. Termination under this clause shall be without prejudice to any claim, which Company may have against Contractor or Contractor may have against Company as a result of Work performed hereunder prior to such termination.
  - i. **Termination due to Force Majeure situation:** Either Party shall have the right to terminate the Contract on account of Force Majeure.
  - ii. **Termination on expiry of Contract:** This Contract shall automatically terminate on the expiry of 'Duration of Contract' on successful completion of Work and discharge of its contractual obligations by Contractor in accordance with the 'Scope of Work'.
- 27.10. No Demobilization Charges will payable by Company due to Termination of Contract by Company due to default by Contractor or by Contractor itself unless specifically mentioned elsewhere in the Contract.

#### 28. **GST CLAUSE**

The Government of India is rolled out GST effective 01/07/2017; hence, price bid (s) has (ve) been prepared with tax column as GST. Hence bidders shall quote GST, HSN/SAC code and specify State from which invoice will be raised for each line item. To ascertain the CGST/SGST/IGST, Bidder is requested to clearly specify from where (State) the invoice will be raised for this tender (work done). The bidder has to provide complete address along with same state in the GST updation template. Bidder also shall submit the copy of GST along with the filled GST template. Please note that CGST/SGST/IGST will be determined by based on filled template of the bidder.

## 28.1. **New Statutory Levies**

All new statutory levies levied on provision of Services to Company from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, shall be payable extra by BPRL against documentary proof.

# 28.2. Variation in Taxes/Duties/Levies

Any increase/decrease in statutory levies viz. GST, from the due date for opening of techno-commercial bids to the end of Contract Duration, if any, will be to BPRL's account (If the work is performed within the timelines). Any upward variation in statutory levies after 'Duration of Contract' shall be to Contractor's account.

28.3. Central Government vide Notification 50/2018 dated 13/09/2018, has made TDS provision applicable under GST law on all payments affected by Public Sector Undertakings (PSU) w.e.f 01/10/2018. BPRL, being a PSU, these provisions will be applicable on or after 01/10/2018. TDS shall be deducted @2% of taxable value excluding GST.

## 29. PAYMENT & INVOICING

- 29.1. Contractor shall submit invoices to BPRL in respect of the Service rendered line item-wise to the Company after providing the services and verification, acceptance and certification by BPRL Engineer-in-Charge or his authorized representative.
- 29.2. The invoices complete in all respects will be processed and paid within 30 Days from the date of receipt by the Company. The Company shall not pay any interest for any delayed processing of bills.
- 29.3. The quantities mentioned in tender document/price bid form are indicative only. Owner reserves rights to execute in part or full or excess or not to execute based on the actual requirements. Payments shall be made on the actual executed quantities.

- 29.4. No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period of Contract, if any.
- 29.5. Recovery of Income Tax applicable as per Income Tax Act shall be made from the bills.

#### 29.6. Invoice Presentation

Contractor shall mention name of block i.e. CB-ONN-2010/8 or CB-ONHP-2017/9 in every invoice raised against the Contract.

Invoice, accompanied by copies of original vouchers, records, receipts or other supporting evidence for the Services performed or the expenses incurred for each Wellsite, shall be submitted to Company after completion of Services at a particular Location/ Wellsite on or before the tenth (10th) of succeeding month. If Contractor provides its Services for more than one Location/ Wellsite in a month, separate invoices shall be prepared & submitted by the Contractor for the Services rendered for each of the wells.

Invoices should be accompanied by the following documents/details:

- i. The following documents / details should be invariably furnished alongwith the first invoice:
  - a. Copy of valid GST Registration Certificate
  - b. Particulars required for making payments through NEFT
  - c. Mobile Phone No. (Optional).
  - d. E-mail ID.
- ii. Payment of Mobilization Charges:
  - a. Invoice (in accordance with the relevant GST).
  - b. Insurance Policies (As applicable).
  - c. Inspection Report (Pre-mob, as applicable).
  - d. Notification Certificate of Acceptance of Mobilization.
  - e. Certificate of 'Commencement of Operations' under this Contract.
  - f. Details / Statement showing cost of services, GST etc.
- iii. Periodical / Monthly payment:
  - a. Invoice (i.e. Tax Invoice as per relevant GST Rules, in original and duplicate, clearly indicating GST Registration Number, Service Classification, Rate and amount of GST shown separately).
  - b. Insurance Policies and proof of payment of all premia (As applicable)
  - c. Details of statutory payments like PF, ESI, EPF etc. (As applicable)
  - d. Undertaking by the Contractor regarding compliance of all statutes

- e. Certificate by the Contractor stating that labourers have been paid not less than the Minimum Wages. (As applicable)
- f. Copy of Time Sheet / Log Sheet /DPRs/ DSRs duly signed by Company's representative with summary showing non-operating period, operating period, idle period, breakdown of Equipment, non-deployment / short deployment etc. (if any) and reasons thereof
- g. Attendance Sheet (How many persons on board) / Manpower deployment sheet [showing non-deployment / short deployment etc (if any) and reasons thereof].
- h. Details/Statement showing cost of services, GST etc.

#### 30. EMERGENCY RESPONSE PLAN

The Contractor shall maintain Emergency Response Plan (ERP) for onsite. The Contractor shall also maintain Risk Register.

# 31. MOEF & CC (MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE) GUIDELINES

The Contractor shall comply with the guidelines issued by MOEF & CC (MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE), DGMS and all other Statutory Authorities.

# 32. CONFIDENTIALITY AND PUBLICITY

Contractor shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence all information relating to the Work and shall not, unless so authorized in writing by Company, divulge or grant access to any information about the Work or its results and shall prevent anyone becoming acquainted with the same, either through Contractor or its personnel or authorized Sub-contractors or agents. Contractor shall not avail of the information obtained in the course of Work hereunder in any manner whatsoever, nor shall Contractor divulge any information about the location of the Work area or part thereof. Contractor shall not also destroy any report, note and technical data relating to the operation / Work and not required by the Company. The obligation is a continuing one and shall survive the completion/ termination of this Contract.

During the course of execution of the Contract, Company, its employees, agents and other contractors may be exposed to certain confidential information and data of the Contractor. Such data and information shall be held by the Company, its employees and other contractors in the strictest confidence and shall not be

disclosed to any other party except on a need to know basis. This obligation is a continuing one and shall survive the completion/termination of this Contract.

However, nothing herein shall deprive the Party receiving any confidential information ("Recipient") of the right to use or disclose such information which:

- 32.1. is, at the time of disclosure, known to the public;
- 32.2. lawfully becomes at a later date known to the public through no fault of Recipient;
- 32.3. is lawfully possessed by Recipient before receipt thereof from party disclosing the same ("Disclosing Party");
- 32.4. is disclosed to Recipient in good faith by a third party who has an independent right to such information;
- 32.5. is developed by Recipient independently of the information disclosed by the Disclosing Party; or
- 32.6. Recipient is required to produce by an order of the court.

#### 33. INTELLECTUAL PROPERTY OWNERSHIP

Notwithstanding anything to the contrary contained herewith , while providing Services to the Company, Contractor may utilize expertise, knowhow and other intellectual capital (including intellectual property) which are Contractor Group's exclusive property and develop additional expertise, knowhow and other intellectual capital (including intellectual property) which are Contractor Group's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company. Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by the Contractor during the course of providing services. Contractor grants no titles, license or right to Company to use Contractor Group's intellectual capital (including intellectual property).

## 34. DATA AND OWNERSHIP OF TECHNICAL INFORMATION

The Company shall retain title to Technical Information in whatever form, acquired or developed by the Contractor within the Scope of Work under this Contract and the Contractor shall deliver all such Technical information to the Company upon completion or termination of the Contract or when so instructed by Company. The Contractor shall deliver to Company copies of the forms or other data pertaining to the Services relative to the Contract. The Contractor may retain copies of such data for its confidential records after obtaining Company's written consent. Subject to the

above, during the course of the Work, the Contractor may use such Technical Information in the performance of the Work and shall keep it in Contractor's custody and care.

#### 35. ASSIGNMENT AND SUB-CONTRACTING

Contractor shall assign neither the Contract nor any part of it nor any benefit or interest in or under it without the prior approval by Company, which shall not be unreasonably withheld or delayed. However such consent to assign or sub - contract shall not relieve Contractor of any liability or obligation under the Contract.

Company is entitled to assign the Contract or any part of it or any benefit arising there from or interest in or under it to any Co-Venturer or Affiliate of the Company. Company may make any such assignment to any other third party but only with the prior consent of Contractor, which shall not be unduly withheld or delayed.

#### 36. ARBITRATION

All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof, which cannot be amicably resolved between the parties, may be referred to Arbitration. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996 including any statutory modification or reenactment therefore for the time being in force) by a tribunal of three (3) arbitrators, with one (1) arbitrator each to be appointed by the Contractor and the Company and third arbitrator (who shall be the presiding arbitrator) by the two (2) arbitrators so appointed. In case of failure of the two arbitrators to appoint the third arbitrator, the arbitrator shall be appointed as per provisions of Arbitration & Conciliation Act, 1996." The venue of arbitration shall be Mumbai, India.

In case of Bidder(s) being CPSE(s), Arbitration shall be as per AMRCD (Administrative Mechanism for resolution of CPSEs Disputes) as Mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

# **37. GENERAL LEGAL PROVISIONS**

- 37.1. **General Legal Provision:** Contractor shall not, without the prior written approval of the Company, assign or transfer the Contract or any rights or benefits thereunder to any other person/firm/company. The Contractor hereby consents to Company assigning and transferring its rights and obligations under this Contract to any of its Co-venturers or Affiliates.
- 37.2. **Governing Law:** This Contract is to be construed and governed in accordance with laws of India. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts at Mumbai.
- 37.3. **Language:** The ruling language of the Contract shall be the English language.

- 37.4. **Mitigation of Loss:** Both the Company and the Contractor shall take all reasonable steps to mitigate any loss resulting from any breach of Contract by the other party.
- 37.5. **Entire Contract:** This Contract constitutes the entire Agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. No amendments to the Contract shall be effective unless issued in writing and agreed by both Parties.
- 37.6. **Headings:** The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

#### 38. NOTICES

- 38.1. All notices under this Contract shall be in writing and shall be served to the respective address set out below. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.
- 38.2. Notices to the Company shall be sent to the following address:

Company: M/s. Bharat PetroResources Limited

12th Floor, F Wing, Maker Towers,

Cuffe Parade, Mumbai – 400005

## 39. PRICE EVALUATION CRITERIA

Price Evaluation of bids shall be done on overall lowest quote basis with taking into account GST liabilities to BPRL. However, price bid for Fishing Tools (Optional) shall not be considered for evaluation.

Exchange Rate shall be considered by BPRL for converting price bids expressed in currencies other than Indian Rupees at bill collection selling market rate of relevant foreign exchange, declared by the State Bank of India on the date of opening of the Price Bids.

Calculation of Local Content – Service price bid format is for the bifurcation of the total cost as per PP-LC policy to determine the Local Content (LC) and shall not be considered for the price evaluation.

40. If bidder quotes zero (0) against any of the items mentioned in the price bid form, the same will be considered as free of cost.

#### **41. CURRENCY OF QUOTE**

Indian bidders have to quote in INR only. Foreign bidders can quote either in USD or EURO. Bidders must specify currency of Quote accordingly in the Price Bid.



#### 42. EARNEST MONEY DEPOSIT

Vendors must submit an interest free **EMD** for participating in this tender, vide a Demand Draft drawn on Indian Nationalized Bank / Wire Transfer (Only for vendors based outside India), for **Net** amount of **Rs. 1,00,000 (for Indian Bidders) / USD 1450** (for Foreign Bidders, any banking charges, etc have to be borne by bidders) in favor of **M/s Bharat PetroResources Limited** payable at MUMBAI. Please note that wire transfer shall be allowed only for foreign bidders.

The bank details for remitting EMD by foreign bidders as follows:

**Bank Name**: BNP Paribas; **Branch Name**: Fort, Mumbai; **Branch Address**: French Bank Building, 62, Homji Street, Fort, Mumbai-400001; **USD Account no.**: 0900911578100148; **Swift Code**: BNPAINBBXXX.

Foreign Vendor to mention "Tender No" in Remarks field of swift message while doing wire transfer.

Physical Instruments (DD) have to be sent to below mentioned address before the due date and time mentioned in the tender.

Mr. Rakesh Ujjawal/ Mr. Ravi Kumar Bura Bharat PetroResources Ltd. 9<sup>th</sup> Floor, Maker Towers-E Wing, Cuffe Parade, Mumbai 400005

EMD should be submitted in physical form in a sealed cover addressed to Mr. Rakesh Ujjawal / Mr. Ravi Kumar Bura, boldly super-scribed on the outer cover 1) Tender Number, 2) Tender Name, 3) Closing date / Time, 4) Name of the tenderer. BPRL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

In case of wire transfer, remittances also has to reach in our account mentioned above on / before due date and time and intimation of wire transfer details have to be sent to below mentioned Email Id, well in advance before the due date and time mentioned in the tender.

<u>rakesh.ujjawal@bharatpetroresources.in</u> ravikumar.b@bharatpetroresources.in

Cheques, cash, Money Orders, Bank Guarantee, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. DD copy should be uploaded in the Bid form.



#### **EXEMPTION FROM EARNEST MONEY DEPOSIT:**

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of: i) Vendors withdraw or alter their bid during the bid validity period ii) Non-acceptance of LOI/order, if and when placed. iii) Non-payment of Performance Security Deposit amount within the stipulated period of 15 days from date of LOI/Mobilization Notice whichever is later. iv) Submission of forgery documents etc. as per tender conditions. EMD will be returned to unsuccessful bidder after award of the contract. EMD of the successful bidder will be released after submission of Performance Security Deposit.

#### 43. PERFORMANCE SECURITY DEPOSIT:

To ensure performance of the contract and due discharge of contractual obligations, the successful bidder will have to provide security deposit of 10% of the contract value.

This Security deposit has to be furnished in the form of an Account payee Demand Draft payable to BPRL or Bank Guarantee in the prescribed format within 15 days from date of issue of LOA/Contract, whichever is earlier. Any other form of Security deposit shall not be entertained/considered including deduction from running invoices.

The Bank guarantee, if submitted, shall remain valid till duration of the contract with a claim period of six months, thereafter. Bank Guarantee, if submitted, shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank.

### 44. DEFECT LIABILITY PERIOD: Nil.

# 45. BID VALIDITY

Tender submitted by tenderers shall remain valid for acceptance for a period of one hundred twenty (120) days from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof.

In case of tenderer revoking or cancelling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPRL as deemed fit including forfeiting EMD and putting the tenderer/contractor on 'Holiday listing'/ 'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

#### 46. VENDOR MASTER DATA:

Bidders have to submit the company details like type of company, PAN, GST etc. as per the formats given in the tender along with the relevant documents.

#### **47. CONFLICT OF INTEREST**

- 47.1. The Contractor shall not receive any remuneration in connection with the assignment except as provided in the contract. The Contractor and its affiliates shall not engage in consulting or other activities that conflict with the interest of the owner under the contract. The contractor shall include provisions limiting future engagement of the consultant for other services resulting from or directly related to the firm's consulting services in according to the following requirements:-
- 47.2. The Contractor shall provide professional, objective and impartial advice and all times hold the owner's interest paramount, without considering any future work, and that in providing advice they avoid conflicts with other assignment and their own interest. There should not be any conflict of interest between the Contractor's consultancy activities and the other site activities. Neither Contractor (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, which is hired or shall be hired for any assignment that, by its nature may be in conflict with another assignment of the Contractor.
- 48. The scope of work under this tender is non-divisible and Purchase preference Policy for MSEs will be applicable. In case L1 bidder is Non-MSE and if any MSE bidder falling with in L1+15%, MSE bidder shall be given preference to match the L1 Price and if MSE bidder matches the L1 price entire order shall be placed on MSE bidder.
- 49. The scope of work under this tender is non-splitable/ non-dividable/non-divisible and Purchase preference Policy for MSEs and Purchase Preference linked with local content policy will be applicable accordingly.
- 50. In case of tender item is non-splitable OR non-dividable, the entire (100%) order will be placed on MSE bidder / PPLC qualified bidder as per the respective clauses.
- 51. Amendment to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 vide Government of India Gazette Notification S.O. 5670(E) dated 09th

November 2018 by Ministry of Micro, Small & Medium Enterprises, and Govt. of India shall be applicable.

# 52. Purchase preference Linked with Local Content Clause

MoP&NG has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content. Owner reserves the right to allow Manufacturers or Suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements / conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) of 60 %. The Policy shall be implemented in the following manner:

- 52.1. In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- 52.2. In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the lowest bidder.
- 52.3. In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- 52.4. In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- 52.5. In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- 52.6. The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy 2012 (PPP- 2012) for MSE bidders and Purchase Preference Linked with Local Content (PP- LC 2017) shall be exercised as under
  - i. The MSE bidder can avail only one out of the two applicable purchase preference policies i.e. PP- LC 2017 or PPP- 2012 and therefore, bidder will be

required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, evaluation shall be done of bidder's offer considering PPP- 2012 as the default chosen option.

In case a MSE bidder opts for preference under PPP- 2012, he shall not be eligible to claim benefit under PP- LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).

- ii. In case a MSE bidder opts for purchase preference based on PP- LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP- 2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.
- 52.7. In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items, except in case of items where the quantity cannot be split since these are to be awarded in a Lot or as a package or Group.
- 52.8. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under
  - i. MSE bidder (PPP- 2012)
  - ii. PP- LC complied bidder (PP-LC)

Examples of Purchase Preference:

#### I. Non divisible item

- L1 bidder is non MSE, non PP-LC bidder
- L2 bidder is PP-LC (within 10%)
- L3 bidder is MSE bidder (within 15%)
- MSE bidder shall be given preference to match the L1 price, If L3 bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

# II. Divisible item

- L1 bidder is non MSE, non PP- LC bidder
- L2 bidder is PP- LC (within 10%)

- L3 bidder is MSE bidder (within 15%)
- MSE bidder shall be given preference to match the L1 price, if bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document.
- For the balance quantity (i.e. 50% of tendered quantity / value) option for matching the L1 price shall be given to L2 bidder (PP- LC). Balance quantity shall be awarded to natural lowest bidder.
- For further clarification, in case an item has quantity 4 nos. then 1 no can be given to MSE bidder, 2 nos. to PP-LC bidder and left out 01 no to natural L1 bidder.

#### Note:

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP- 2012 is not applicable to works contracts.

- 52.9. In case lowest bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- 52.10. In case lowest bidder is a PP- LC bidder, purchase preference shall be resorted to MSE bidder as per provisions specified in the enquiry document w.r.t. PPP-2012 only.
- 52.11. **Certification of Local Content:** Manufacturers of goods and / or providers of service, seeking Purchase Preference under the policy, shall be obliged to certify the LC of goods, service or EPC contracts as under:

#### I. At Bidding Stage:

Bidder shall furnish the percentage of the local content, taking into account the factors and criteria listed out in the policy. These details shall be required only at aggregate level like supply value, transport value and other heads given in the price schedule.

The bidder claiming the PP- LC benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

i. Where the total quoted value is less than INR 5 Crore

The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid

ii. Where the total quoted value is INR 5 Crore or above:

- a. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- b. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- c. Statutory auditors in case of a company, however, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

#### Note:

- Local Content (LC) of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- However, LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
   The total cost of service shall be constituted of the cost spent for rendering of service, covering;
  - a. cost of component (material) which is used;
  - b. manpower and consultant cost; cost of working equipment/facility;
  - c. general service cost excluding profit, company overhead cost, taxes and duties.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.

However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up calculations before award of work failing which the bid shall be rejected.

#### II. After award of Contract:

- i. Where the estimated value is less than INR 5 Crore:
  - The LC certificate shall be submitted along with each invoice duly self-certified by the authorized signatory of the bidder.
- ii. Estimated value is INR 5 Crore or above.

Supplier shall provide the necessary local-content documentation to the statutory auditor, who shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the goods or service measured.

However, procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and / or to obtain the complete back up calculation before award of work failing which the bid shall be rejected and appropriate action may be initiated against the bidder.

#### 52.12. Failure of bidder in complying local content post award:

In case a bidder, who has specified in his bid that the bid meets the minimum Local Content specified in the enquiry document, fails to achieve the same, the following actions shall be taken by the procuring company;

- i. Pre-determined penalty @ 10% of total contract value.
- ii. Banning business with the supplier / contractor for a period of one year

To ensure the recovery of above pre-determined penalty, payment against dispatch / shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule plus 3 months or as required by purchasing company.

52.13. Purchase preference in case where negotiation is also required; In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out, MSE and / or LC-complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 10% as compared to L1 bidder provided they were within 10% of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.

#### 53. Order of Precedence for works / Services Contracts:

- i. Contract Agreement
- ii. Detailed letter of Acceptance along with its enclosures
- iii. Letter of Award / Fax of Acceptance
- iv. Scope of work



## Bharat PetroResources Limited (A wholly owned subsidiary of Bharat Petroleum Corporation Ltd)

- v. Drawings
- vi. Special Conditions of Contract (SCC)
- vii. Technical Specifications
- viii. Instructions to Bidders
- ix. General Conditions of Contract (in GCC)
- x. Other Documents
- xi. Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.
- 54. Bidder to submit Authorisation Letter / Power of Attorney in case of Company / Partnership firm in favour of Digital Signature Holder and Bid Signee.
- 55. Bidder shall submit Declaration related to PP-LC Policy as per Annexure B, C and D as applicable of Part-7.
- 56. The draft agreement enclosed as per Annexure-E shall be executed with successful bidder instead of GCC Part-IX.

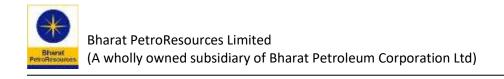
#### **End of Part-6**

## PART - 7

**ANNEXURE- A** 

# PROFORMA OF UNDERTAKING (for Non – Holiday-listed/Banned/ Liquidation /Court Receivership)

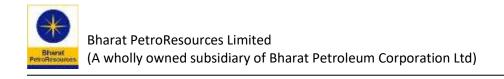
To,	Date:
12th Floo	etroResources Ltd. or, F Wing, Maker Tower, rade, Mumbai-400005.
Sub: Dec	laration for not being holiday-listed/banned /Liquidation /Court Receivership
We here	with declare that
•	We are not barred / holiday listed by BPRL/Ministry of Petroleum and Natural Gas, India
	(MoPNG).
•	We are not debarred from carrying on business dealings with BPRL/MoPNG or
•	We are not serving a banning order by another Oil PSE.
•	We are not under liquidation, court receivership or similar proceedings
For (Sign and	 I Stamp)



**ANNEXURE- B** 

# UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC (Applicable where the quoted value is less than Rs. 5 Crore)

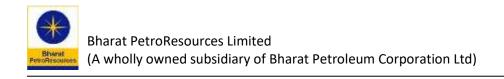
To, **Bharat PetroResources Limited,** 12<sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade, Mumbai - 400005. TENDER NO : \_\_\_\_\_ TENDER TITLE: Dear Sir, \_\_\_\_\_\_ (Name of Bidder) have We, M/s submitted bid against aforesaid tender. We hereby undertake regarding the mandatory minimum Local content requirement specified in tender document. Response by bidder Declaration (YES /NO) We meet the Minimum Local Content Requirement as specified in Tender document. We further confirm that in case we fail to meet the minimum local content, BPRL may take action as per provisions of tender document. [Signature of Authorized Signatory of Bidder] Name: Designation: Seal:



**ANNEXURE-C** 

# <u>CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY MINIMUM LC</u> (Applicable where the quoted value is Rs. 5 Crores and above):

To,				
<b>Bharat PetroResources Limi</b> 12 <sup>th</sup> Floor, Maker Tower-F w Cuffe Parade, Mumbai - 400	ving,			
TENDER NO :		 		
TENDER TITLE:		 		
Dear Sir				
We				
mandatory minimum LC %			at they meet	: the
Name of Audit Firm: Date:				
[Signature of Authorized Sig Name: Designation: Seal: Membership no.	natory]			



Annexure-D

## **UNDERTAKING FOR APPLICABILITY OF POLICY**

То,	
<b>Bharat PetroResources Limited,</b> 12 <sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade, Mumbai - 400005.	
TENDER NO :	
TENDER TITLE:	
Dear Sir,	
We, M/s (N purchase preference to be considered for the	dame of Bidder) hereby confirm that following e subject tender:-
Description	Preference
Purchase Preference (linked with local content) PP-LC or	
Purchase Preference under Public Procurement Policy for MSE (PPP-2012)	
Note:	<del>-</del>
<ul> <li>(as mentioned in the tender documents)</li> <li>3. In case a bidder is eligible to seek beneated 2012, then the bidder should categoric policies i.e. either PP-LC and MSE policy.</li> <li>4. In case a MSEs bidder opts for purchase entitled to claim purchase preference benefits.</li> </ul>	d only after submission of requisite documents.  efit under PP-LC policy as well as PPP for MSE cally seek benefits against only one of the two see preference based on PP-LC, he shall not be benefit available to MSE Bidders under PPP for form furnishing Bidding Document fee and EMD ders dified subsequently.
Name & Designation:	
Seal:	

Annexure-E

#### **FORM OF CONTRACT**

THIS CONTRACT made at Mumbai thisday of;				
BETWEEN BHARAT PETRORESOURCES LTD., a Company Incorporated in India and having its				
Registered Office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai				
400001 and also having its Office at 9 <sup>th</sup> Floor, "E" Wing, Maker Towers, Cuffe Parade,				
Mumbai-400005 (hereinafter referred to as the "OWNER" which expression shall include its				
successors and assigns) of the One Part; AND carrying on business in				
sole proprietorship/carrying on business in partnership under the name and style				
of a Company's Registered in under the laws of				
having its registered office at (hereinafter				
referred to/as collectively referred to as the "CONTRACTOR" which expression shall include				
his/their/its executors, administrators, representatives and permitted assigns/successors				
and permitted assign) of the other part:				
WHEREAS				
The OWNER desires to have executed the work of more				
specifically mentioned and described in the contract documents (hereinafter called the				
"Services" which expression shall include all amendments therein and/or modifications				
thereof) and has accepted the tender of the CONTRACTOR for the said Services.				
NOW THEREFORE THIS CONTRACT WITNESSETH as follows:				
NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:				
ARTICLE - 1				
CONTRACT DOCUMENTS				
1.1 The following documents shall constitute the Contract Documents, namely:				
(a) This Agreement				
(b) 'Letter of Award' of Contract along with 'Schedule of Rates'				
(c) Tender Document and addenda issued thereon, if any				
(d) Performance Bank Guarantee (to be submitted after Letter of Award)				
ARTICLE - 2				
WORK TO BE PERFORMED				

within the time specified in the Contract Documents.

#### **ARTICLE - 3**

#### **COMPENSATION**

3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract Documents upon the satisfactory completion of the Services and/or otherwise as may be specified in the Contract Documents.

#### **ARTICLE - 4**

#### **JURISDICTION**

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Mumbai (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other courts.

#### **ARTICLE - 5**

#### **ENTIRE CONTRACT**

5.1 The Contract Documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Services are hereby cancelled.

#### **ARTICLE - 6**

#### **NOTICES**

6.1 Subject to any provisions of the Contract Documents to the contrary, any notice, order or

communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to

be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR at .................. or to the CONTRACTOR's Representative as referred to in the Special Conditions of Contract forming part of the Contract Documents.

#### **ARTICLE-7**

#### **WAIVER**

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

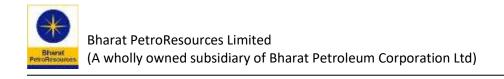
#### **ARTICLE-8**

#### **NON-ASSIGNABILITY**

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED AND DELIVERED	SIGNED AND DELIVERED
For and on behalf of	For and on behalf of
BHARAT PETRO RESOURCES LTD.	(CONTRACTOR)
By Mr./Ms	by Mr./Ms
In the presence of:	In the presence of:
(This day of 2018)	
1.	1.
2	2



Annexure-F

# UNDERTAKING FROM TPIA (On TPIA Letter head duly stamped and signed)

To, **Bharat PetroResources Limited,** 12th Floor, Maker Tower-F wing, Cuffe Parade, Mumbai - 400005. Dear Sir, Subject: Verification of Bidder's Qualification Criteria (BQC) related documents of the Tender. Ref: Tender No.: \_\_\_\_\_\_\_, E-tender ID\_\_\_\_\_\_ Tender Title: M/s (Name of Bidder) with its Registered office at \_\_\_\_\_\_ intend to participate in the tender for \_\_\_\_\_" for Bharat PetroResources Limited with registered office at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai and also having its Office at 9th Floor, "E" Wing, Maker Towers, Cuffe Parade, Mumbai. The tender conditions provide that the BIDDER shall submit BQC documents duly verified by independent Third Party Inspection Agency. In this regard, this is to certify that copies of all the BQC related documents submitted to us for verification have been verified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified documents. Signature of a person duly authorized to sign on behalf of the TPIA)

(Seal of the company)

Annexure-G

## **UNDERTAKING FROM VENDOR-BQC**

To,
Bharat PetroResources Limited, 12 <sup>th</sup> Floor, Maker Tower-F wing, Cuffe Parade, Mumbai - 400005.
TENDER NO :
TENDER TITLE:
Dear Sir,
We, M/s (Name of Bidder) hereby confirm that all the BQC documents and credentials have been verified with the originals by TPIA.
It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) Provisions of bidding conditions which entitle the BPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
I further certify that any additional documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.
BPCL reserves the right not to consider our offer on account of non-compliance regarding submission of BQC related documents duly verified by the TPIA.
[Signature of Authorized Signatory of Bidder]
Name& Designation:
Seal:
End of Part 7