

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 4 Dated 20.06.2024
To TENDER No. GEM/2024/B/4956344

This amendment against Tender No. GEM/2024/B/4956344 is issued to amend the following:

A. Reply to Pre-Bid queries of bidders have been enclosed as below:

- (i) Reply to M/s. BOTIL OIL TOOLS INDIA PVT. LIMITED as Annexure-AA1
- (ii) Reply to M/s. WELLRX TECHNOLOGIES PVT. LTD. as Annexure-AA2
- (iii) Reply to M/s. WEAfri WELL SERVICES PVT. LTD. as Annexure-AA3
- (iv) Reply to M/s. HALLIBURTON INDIA OPERATIONS PVT. LTD. as Annexure-AA4
- (v) Reply to M/s. SCHLUMBERGER SOLUTIONS LIMITED as Annexure-AA5

B. Amendment in BEC (Part-2 of Tender Document) is enclosed vide Annexure-BB

C. Amendment in Scope of Work (Part-3, Section-II of Tender Document) is enclosed vide Annexure-CC.

D. Proforma-P, Attachment-I, Attachment-II, Attachment-III & Attachment-IV have been included.

E. The Bid Closing/Technical Bid Opening Date of the Tender is extended as:

Bid Closing Date & Time: **04.07.2024 at 15-00 hrs. (IST)**

Technical Bid Opening Date & Time: **04.07.2024 at 15-30 hrs. (IST)**

All other Terms & Conditions remain unchanged.

S.No	Clause	BOTIL Clarification	Response
1	Part-3 Section -2	The Liner Connection in the hanger will be provided via a crossover as liner top packer & Liner has BOTIL Premium metal to metal sealing connection on packer & liner hanger body. Please confirm acceptance.	Rajasthan Fields, OIL uses 7" liners with Hunting Seal Lock XD connections. Connection of the bidder's item to the 7" liner must match the same.
2	Part-3 Section -2	Please confirm whether the Liner hanger will be used for Geothermal application or Steam Injection Wells?	Liner Hanger will be used for Cyclic Steam Stimulation Applications
3	Part-3 Section -2	Please confirm that mentioned temperature of 600 deg.F is correct specification as per the well requirement.	Confirmed
4	Part-3 Section -2	Please confirm whether Liner Hanger required is Hydraulic set or Mechanical set. If Liner Hanger is hydraulic set then required hanger is rotating type or conventional non rotating type.	The liner hanger setting principle shall be conventional hydraulic non-rotating type.
6	Part-3 Section -2	Please confirm that the liner hanger will be used in cementing applications.	No
7	Part-3 Section -2	Please confirm the drill string size to be used in drilling & lowering of Liner Hanger	4 1/2" IF threaded 5" Drill Pipe (NC50 tool joints)
8	Part-3 Section -2	Please confirm running tool required is hydraulic release type or mechanical release type.	Hydraulic release type
9	Part-3 Section -2	Please Confirm that experience 4 wells of minimum depth of 1300m is a well depth or liner length to be hanged below liner Hanger	Well Depth
10	Part-3 Section -2	Please Confirm requirement of float collar & Confirm whether single or double valve float collar is required.	Not Required
11	clause-2.2 point-(iii)	Please confirm float shoe is required with double valve or single valve.	Only a bull nose is required with no valves
12	Part-3 Section -2 Clause 2.2 (xxiv)	Part-3 Section -2 states that tool package must include but not limited to running tool & setting tool, retrieval tool, bull nose/ liner shoe, fishing tools. Please note that BOTIL is liable to provide running & setting tool only, Liner shoe with bull nose but retrieving & fishing tool are not in our scope.	Fishing tools may only be provided for non-standard sized component (if any)

13	Part-3 Section -2 clause-2.2 point-(i),(v)	<p>SPECIFIC SERVICES REQUIRED AT DRILLING LOCATION</p> <p>Point (i) states that liner Hanger assembly with running tool will be done at ground level in assistance of rig crew & in co-ordination with company representative & tool pusher, while at point (v) it is stated that Liner Hanger & running tool needs to be made up in the contractors's work shop & sent to rig site.</p> <p>Please note that the BOTIL does not have a workshop in Jodhpur for storing & assembly of Liner Hanger and running tool, So BOTIL will deliver all the Liner Hanger & Rental Tools in OIL yard & assembly of liner Hanger with Running tool will be done at rig site. Please confirm acceptance.</p>	<p>Rajasthan Fields, OIL does not have the requisite workshop facility. Hence all assembly needs to be done by the service provider in their own facility. Amendment to be provided</p>
14	Part-3 Section -2	Please confirm the length of Tie Bore Receptacle (TBR)	Tie back option is not required.
15	Technical Evaluation Criteria Clause 1.6 Mobilisation period	Mobilization period may be increased to 180 days for the consumable items including line rchanger, bull nose a d associated parts from the date of callout notice.	Please be guided as per NIT

Reply to Pre-Bid Queries of M/s. WellRx Technologies Private Limited against Tender No. GEM/2024/B/4956344 for Hiring of 7" Liner Hanger Service

S/N	Document	Reference Clause	Bidder's Clarification	OIL's Response
1	Part-2 : Bid Evaluation Criteria	<p>1.2 Bidder must have the experience of providing Liner Hanger Services and completed 4 wells with Liner Hanger Services in the last 7 years to a depth of minimum well depth 1300 m. The period in this regard shall be reckoned prior to the original bid closing date.</p> <p>1.3: Bidder must provide Liner Hanger Service with supply of tools and consumables required for complete Liner Hanger Assembly to successfully complete liner hanger job in a well. Bidder must be in the business of manufacturing of Liner Hanger Tools & Accessories for the last 07 (seven) years to be reckoned from the original bid closing date.</p>	<ul style="list-style-type: none"> • WellRx has one of the best Liner Hanger portfolio with multiple patented technologies. We have multiple LH projects running across the world. • We have also successfully executed a Development Order for ONGC for Liner Hangers. After that we received contract of 99 Liner Hangers from ONGC, which we have already supplied. Out of those 99 Liner Hangers, ONGC opted for our patented tech in 88 Liner Hangers. <p>We do not meet the 7 year manufacturing criteria. However, As per OIL's development order policy itself: Development Order executed in ONGC will also be accepted in OIL.</p> <ul style="list-style-type: none"> • ONGC accepts the development order executed in OIL but OIL for no reason does not accept the development order executed for ONGC. This is arbitrary from OIL and clearly designed to favor certain bidders and to actively discourage the new players. • Liner Hangers which are good for ONGC offshore wells and ONGC East Coast wells will also be good for OIL's wells. So there is no technical logic of deliberately denying the opportunity to a bidder who has executed the development order + has also supplied the largest Liner Hanger contract. • This arbitrariness from OIL also violates the MoPNG initiative that ONGC and OIL work together towards developing 	<p>Please be guided as per NIT.</p> <p>The application is different in case of Rajasthan Fields where we apply steam at around 300-315 deg C and 2000 psi pressure for a fairly long period of time (2 weeks). Hence this is a special requirement. It is not necessary that the liner hangers used elsewhere may be used in Rajasthan Fields because of the difference in application and downhole environment.</p> <p>Development orders may be placed for generic applications but not where the liner hangers would be subjected to high temperature and pressure.</p> <p>The experience criteria have been designed based on standard BEC/BRC which is followed across the organization for procurement of similar materials and services. Rajasthan Fields cannot change the criteria arbitrarily specially for such specialised requirements.</p>

			<p>the indigenous vendors. In that regard joint workshop was also held by MoPNG with ONGC and OIL and vendors.</p> <ul style="list-style-type: none">• We request OIL to confirm the acceptance of the development order executed in ONGC for Liner Hangers and confirm our qualification in this tender.	
2		AMENDMENT No. 1 Part-3, Section-II SOW / TOR /TECHNICAL SPECIFICATIONS	Please confirm what OIL means by “liner hanger retrieval tool” and “fishing tools” and what exactly is required for these two items.	Fishing tools may only be provided for non-standard sized component (if any).

Reply to Pre-Bid Queries of M/s. Weafri Well Services Pvt. Ltd. against Tender No. GEM/2024/B/4956344 for Hiring of 7" Liner Hanger Service

Sr. No.	Clause No. and Clause Detail	Query	OIL's Reply
1.	<p>BEC Clause No. 1.5, Page 2 of 9 If Bidder is not a manufacturer of Liner Hanger and its accessories, then Bidder must submit an undertaking to provide the Liner Hanger Service with supply of all tools and consumables from a single manufacturer who is in the business of manufacturing of Liner Hanger Tools & Accessories in the last 07 (Seven) years to be reckoned from the original bid closing date.</p>	<p>We are Service Provider company and have to rely on various manufacturers of Liner Hanger and its accessories. It will not be feasible to arrange this equipment from single source. If we are bound to arrange this equipment from single source / manufacturer, it will not be economical as they may offer these tools on higher rates, knowing that we do not have alternate of manufacturer and in turn OIL will not get lowest competitive offers from bidders. Hence, we request you to kindly remove such a stringent condition of procurement of Liner Hanger and its accessories from a single source / manufacturer.</p>	<p>Supply from single source ensures quality of the product and compatibility between the different components. Please be guided as per NIT. Moreover, BEC/BRC criteria has been kept standard in line with FHQ. Hence further changes are not possible. Please be guided as per NIT.</p>
02	<p>BEC Clause No. 1.3, page 2 of 9 Bidder must provide Liner Hanger Service with supply of tools and consumables required for complete Liner Hanger Assembly to successfully complete liner hanger job in a well. Bidder must be in the business of manufacturing of Liner Hanger Tools & Accessories for the last 07 (seven) years to be reckoned from the original bid closing date</p>	<p>a) Being a Service Company, please advise, if we are required to submit supply experience proof from single manufacturer to satisfy this requirement. b) We believe that if a Service Company have executed a contract for providing Liner hanger service, it means they have also supplied equipment for rendering these services. Hence, OIL is requested to remove condition of providing supply experience proof from manufacturer.</p>	<p>The aforesaid clause is for Bidders who are manufacturers themselves. Hence this clause does not apply to Service providers. However, for clarity, the liner hanger setting service must be provided by the original manufacturer. Bidder must submit an MOU with the Original Manufacturer confirming the same.</p>
3.	<p>BEC Clause No. 1.4, page 2 of 9 Bidder should be a manufacturer cum service provider of Liner Hanger Service with supply of tools and consumables required to successfully complete liner hanger job in a well.</p>	<p>a) Being a Service Company, please advise, if we are required to submit supply experience proof from single manufacturer to satisfy this requirement. b) We believe that if a Service Company have executed a contract for providing Liner hanger service, it means they have also supplied equipment for rendering these services. Hence, OIL is requested to remove condition of providing supply experience proof from manufacturer.</p>	<p>The aforesaid clause is for Bidders who are manufacturers themselves. Hence this clause does not apply to Service providers. However, for clarity, the liner hanger setting service must be provided by the original manufacturer. Bidder must submit an MOU with the Original Manufacturer confirming the same. In this case, the Manufacturer should have the experience dictated in Clause 1.2 & 1.3 of Bid Evaluation Criteria.</p>
4.		<p>We submit that we want to participate in this tender on the basis technical experience of our parent company M/s Weafri Well Services Company Limited, Nigeria. Hence, we request OIL to include the following clause in BEC condition with all supporting agreement in line with your previous tender no. GEM/2023/B/3768217 dated 01.08.2023 for Slickline Services :- <i>"Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.2 can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who fulfils the experience criteria.</i></p>	<p>Please be guided as per NIT & Amendment.</p>

Reply to Pre-Bid Queries of M/s. Halliburton against Tender No. GEM/2024/B/4956344 for Hiring of 7" Liner Hanger Service

S. No.	Clause	Sub Clause	Query	OIL's Reply
1715954443 - BEC				
1.	2.2	"Net Worth" of the Bidder should be positive for the preceding financial/ accounting year.	<p>Bidder requests to remove Positive net worth criteria.</p> <p align="center">Or</p> <p>Bidder shall request OIL to bid based on the strength of his parent/ultimate parent/holding company. As given by Oil in its other tenders.</p> <p><u>In that case, please add below & provide required annexures:</u></p> <p>In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.</p> <p>i) Turnover of the parent/ultimate parent/holding company should be in line with Para above.</p> <p>ii) Net Worth of the parent/ultimate parent/holding company should be positive.</p> <p>iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.</p>	Please refer to the Amendment issued.

Reply to Pre-Bid Queries of M/s. Halliburton against Tender No. GEM/2024/B/4956344 for Hiring of 7" Liner Hanger Service

S. No.	Clause	Sub Clause	Query	OIL's Reply
			iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.	
2.	1.2	Bidder must have the experience of providing Liner Hanger Services and completed 4 wells with Liner Hanger Services in the last 7 years to a depth of minimum well depth 1300 m. The period in this regard shall be reckoned prior to the original bid closing date.	<p>Bidder shall request to bid based on the technical experience of his parent/ultimate parent/sister company. As given by Oil in its other tenders.</p> <p><u>In that case, please add below & provide required annexures:</u></p> <p>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in given clause above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-sub subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for</p>	Please refer to the Amendment issued.

Reply to Pre-Bid Queries of M/s. Halliburton against Tender No. GEM/2024/B/4956344 for Hiring of 7" Liner Hanger Service

S. No.	Clause	Sub Clause	Query	OIL's Reply
			<p>Page 6 of 13</p> <p>successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Attachment-I, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.</p> <p>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause no. 1.2.1 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <ol style="list-style-type: none"> 1. Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company. 2. Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 1.2 above and not through any other arrangement like technical collaboration etc. 	

Reply to Pre-Bid Queries of M/s. Halliburton against Tender No. GEM/2024/B/4956344 for Hiring of 7" Liner Hanger Service

S. No.	Clause	Sub Clause	Query	OIL's Reply
			3. Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.	

S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
Scope Of Work					
1.		Bidder request company to provide schematics/well design for proposed wells. Minimum required details Total depth, TOL depth, deviations.			All wells shall be vertical, depth may vary between 750 m – 1300 m. Hence top of liner may vary.
2.		Bidder request company to confirm if Liner hanger will be cemented.			No
3.		Bidder request company to confirm that the proposed hanger system is capable of rotating and reciprocating during the cement job.			No
4.		Bidder request company to confirm if Tie back is required till surface. And if tie back is required, will it be cemented?			No
5.		Bidder request company to confirm on the well environment – H2S, CO2 for metallurgy selection.			L-80 grade
6.		Bidder request company to confirm the Bottom hole temperature (Static & Dynamic) and TOL temperature (Static & Dynamic)			Around 40-50 deg Celsius

7.		Bidder request company to confirm the 7" casing / liner weight and grade.			Please refer to the Scope of Work.
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S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
8.		Bidder request company to confirm parent 9-5/8" casing details (weight, grade).			Please refer to the Scope of Work.
9.		Bidder request company to confirm the tentative DP details to propose the right plug system.			4 ½" IF 19.5 ppf 5" Drill Pipe with NC50 tool joint.
10.		<p>Bidder request company to confirm that the system required should have at least 3000 psi circulating pressure limit to avoid premature set or release.</p> <p>These higher circulating rates allow for faster (less rig-time) and more efficient wellbore clean-ups (less issues related to wellbore system quality).</p>			The circulating pressure to avoid premature set or release may be limited to 1000 psi.
11.		<p>Bidder request company to confirm that the Liner Top Isolation seal requested cannot be prematurely actuated by inadvertent application of force/load to the top of the TBR.</p> <p>This mitigates risk of packer pre-set by pulling into an ID feature in the parent casing.</p>			Agreed. Shall be included in amendment.
12.		Bidder request company to confirm that the anchoring mechanism should not include exposed screws or exposed slips. Also, any external setting mechanism must include an			The design is expected to take into consideration mechanism to prevent any unwanted pre-setting. No need for amendment.

S. No.	Clause	Sub Clause	Query	OIL's Reply
		anti-preset mechanism other than shear screws. This shall mitigate the risk of pre-setting.		
13.		Bidder request company to confirm that the liner hanger system requested should have all solid external components rotationally locked. Rotationally locked components mitigate pre-set risk if having to wash/ream/drill to TD.		Not applicable
14.		Bidder request company to confirm that the supplied hanger/packer assembly should have premium connection from hanger/packer to TBR. This shall mitigate the risk of connection getting backed off while rotating to TD and if a drag is observed at the TBR.		Rotation feature is not required
15.		Bidder request company to confirm the plan for the well post the hanger job.		Well activation and production.
1715954443 - BEC				
16.	1.8	Vintage of the equipment: All handling tools including Liner Hanger Running & Setting Tool must not be older than 5 (Five) years reckoned from the original bid closing date and should be in first class working condition, completely redressed with new parts and	Bidder requests to remove equipment vintage criteria. Bidder shall ensure equipment is fit for the job and shall provide previous maintenance records for accessing upkeep of the equipment. Bidder proposes Residual Life Assessment (RLA) from	Please be guided as per NIT

S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
		contractor shall guarantee its satisfactory performance. All other downhole consumables must be brand new and unused.	competent 3 rd party agencies such as DNV/Lloyds/BV/etc to assure Company on the proposed equipment.		
PART - 3, SECTION – I, GENERAL CONDITIONS OF CONTRACT					
17.	14.7		<p>Please amend :</p> <p>If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations.</p> <p>Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.</p>	Contractor is a Fortune 500 reputed Company and hence shall maintain insurances in line as required.	Please be guided as per NIT

18.	14.8		<p>Please amend :</p> <p>Contractor on demand from Company shall furnish the Insurance Policy certificate having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.</p>	<p>Contractor cannot disclose its insurance policy, due to the nature of its confidentiality. Contractor is a reputed company</p>	<p>Please be guided as per NIT</p>
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S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
			<p>CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account. <u>However Contractor is permitted to self insure its equipment and tools.</u></p>	<p>with an efficient Global risk management team and will fulfill all obligations as mentioned in the contract .</p> <p>This provision of self insure is always given by Oil in all its tenders.</p>	<p>Please be guided as per NIT</p>

19.	14.9	Principal Assured	Please amend : <u>To the extent of liabilities assumed by Contractor under the contract</u> .The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance): "Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"	For clarity	Please be guided as per NIT
20.	14.10	Waiver of subrogation:	Please amend : All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in	This provision is always given by Oil in all its tenders	Please be guided as per NIT

S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
			accordance with the following policy wording: <u>"to the extent of the liabilities assumed by Contractor under this Contract.</u> The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".		
21.	14.13 & 14.14	Loss Payee Clause & On account payment to OIL in case of claim	Please delete these clauses in its entirety	These are not the standard requirement of Insurance clause in Oil's tenders	Please be guided as per NIT

22.	14.16(iv)	Carrier's Legal Liability Insurance:	There is a general carrier insurance that exists between Contractor and Carrier	There is no special insurance secludedly taken for OIL tools , like regular carrier agent having bulk of items on its consignment on one transport and such will be even for Contractor's equipment	Please be guided as per NIT
23.	16.0(b)	LIMITATION OF LIABILITY:	Please amend : Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply	For clarity	Please be guided as per NIT

S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
			to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.		Please be guided as per NIT
24.	19	RISK PURCHASE	Please delete this article	Its vague and onerous obligation on part of Contractor.	Please be guided as per NIT

25.	23.2	WARRANTY AND REMEDY OF DEFECTS:	Please amend : Should Company discover at any time during the tenure of the Contract or till the Unit / equipment / tools and personnel are demobilized from site or base camp (if applicable), that the w Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty but subject to availability of the Rig. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the Contract value payable for the defective w Work which needs corrective action which the Contractor must pay promptly. In case	Typos rectified	Please be guided as per NIT
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S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
			Contractor fails to perform remedial w Work, or pay promptly in respect thereof, the performance security shall be forfeited		
26.	26.4iv)		Please amend as: is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;	For clarity. This is not an R&D contract so we need such amendments	Please be guided as per NIT

27.	44.9		<p>Please amend : Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 44.1 to 44.8 and in the event of such termination the Company shall not be liable to pay any <u>all direct unavoidable cost or damage expenses incurred by to</u> the Contractor except <u>including for</u> payment of services as per the Contract up to the date of termination including the <u>Demob cost, if any.</u></p>	<p>Contractor should also be compensated for for any unavoidable costs or expenses it has incurred as a result of such termination of the CONTRACT through no default on the part of Contractor</p>	Please be guided as per NIT
Part-3, Section-III - SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)					
28.	3.1	LIQUIDATED DAMAGE FOR DELAY IN MOBILIZATION OF WORKS AND SERVICES:	<p>Please amend the clause as follows: - 3.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period mentioned in the Mobilization/Call-Out Notice issued by OIL, the Contractor shall be liable to pay liquidated damages @ 0.5% of the service value of the item(s) against which the delay occurs, per week or part thereof of delay subject to maximum of 7.5% 5 % of the total annual contract value.</p>	<p>This is the standard industry LD clause of all NOCs</p>	Please be guided as per NIT

					OIL's Reply
29.	3.2	LIQUIDATED DAMAGE FOR DELAY IN MOBILIZATION OF WORKS AND SERVICES:	<p>Please amend the clause as follows: -</p> <p>3.2 If the Contractor fails to mobilize within 15 weeks 24 weeks after the stipulated date, then the Company reserves the right to terminate the Contract without any compensation whatsoever.</p>		Please be guided as per NIT
30.	5.0	DURATION OF CONTRACT	<p>Please amend the clause as follows: -</p> <p>The contract shall be for a period of 03 (three) years from the date of Completion of Mobilization. commencement of the operation. The terms and conditions shall continue until the completion/ abandonment of the last well is in operation at the time of the end of the Contract or 03 (three) years whichever is earlier. Any consumable supplied by the Contactor but not installed by OIL during the tenure of the contract will be installed by the Contractor within a period of 01 (one) year from the end of the contract at the same T&C and rates of the contract</p>		The contract shall start on the date of receipt of the first lot of consumables at OIL's Hamira Godown, Jaisalmer and duly verified by the Company's Representative.
31.	6.2	INSPECTION	<p>Please amend the clause as follows: -</p> <p>6.2 OIL reserves the right to inspect the material prior to dispatch at the Bidder's base manufacturer's facility prior to dispatch against the consumable</p>	The equipment shall be manufactured outside country	Please be guided as per NIT

S. No.	Clause	Sub Clause	Query	Reasons	OIL's Reply
			supplied against the SCOPE OF WORK / TERMS OF REFERENCE). The same shall be intimated to OIL minimum 15 days prior to dispatch.		
32.	13.0	PENALTY:	Please delete this clause entirely as LD is already mentioned and hence separate penalty provision is not required.	Personnel shall be replaced without any operational impact.	Please be guided as per NIT
33.	19.0	WARRANTY AND REMEDY OF DEFECTS:	<p>Please amend :</p> <p>Contractor has to perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, <u>prior to Contractor's demobilisation</u>, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company(OIL), shall improve their performance/ correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.</p> <p>The bidder shall confirm that materials to be supplied shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period of 12 months from the date of receipt at destination</p>	<p>This is fair and reasonable warranty period.</p> <p>Contractor's warranty obligations cease after the expiration of the warranty period.</p>	Please be guided as per NIT

			against defects arising from faulty		
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S. No.	Clause	Sub Clause	Query	OIL's Reply
			materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall	

			survive and hold good not withstanding inspection, payment for and acceptance of the goods.	
34.	24.0	PROTECTION OF PROPERTY AND EXISTING FACILITIES	Please delete this article in its entirety	Please be guided as per NIT.
1715954578 -All Proforma & 1715954193 – Price Format				
35.	PROFORMA-B	PRICE BID FORMAT	Please add a line for DEMOB 7" LINER HANGER OPERATOR [PMOB]	Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply <u>Annexure-AA5-M/s. SCHLUMBERGER</u>
BID DOCUMENT				
1.		This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.	Bidder notes that though the tender documents include General Terms and Conditions on GeM 4.0 (Version 1.10), the same is not referred in the precedence of documents. OIL to please confirm the order of precedence is as follows for the services contract: 1. PART – 3, SECTION – II: SPECIAL CONDITIONS OF CONTRACT; 2. PART – 3, SECTION – I, GENERAL CONDITIONS OF CONTRACT; 3. General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31 st January 2024	Please refer to the Forwarding Letter.
PART – 3, SECTION – I, GENERAL CONDITIONS OF CONTRACT				
2.	14.6	Please amend the clause below: Contractor shall also inform the Company at least 60 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.	We request the notice period to be limited to 30 days as it is the standard practice of this industry and it is in contradiction with clause 14.5 (e). This has been agreed by OIL in all contracts including: <ul style="list-style-type: none">▪ Contract No. 6118193 for hiring of cementing services▪ Contract No. 6118087 for hiring of wireline services in OALP Block▪ Tender No. DCG3015S23 for Hiring of Pulsar Services▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services	Not agreed. Please be guided as per NIT.
3.	14.9 PRINCIPAL ASSURED	Please replace the clause with the below:	Bidder requests this change as additional insured is the standard language used in the Oil and Gas contracts.	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p><u>Oil India Limited is to be named additional insured on the insurance policies, (except in case of Workmen's Compensation / Employer's Liability Insurance) limited only to the extent of liabilities assumed by Contractor under this Contract.</u></p>	<p>This clause was amended in multiple tenders/contracts for OIL including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services, ▪ Contract No. 6118087 for hiring of wireline services in OALP Block, ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services, ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. 	
4.	14.10 Waiver of Subrogation	<p>Please amend the clause below: <u>Except for the Workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the Contractor as their corporate policy/rules, where OIL is neither required to be present as principal assured or additional assured,</u> all insurance policies of the Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in</p>	<p>Bidder requests this change since waiver of subrogation will be to the extent of indemnities assumed by the Contractor under the contract.</p> <p>This clause was amended in multiple tenders/contracts for OIL including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services, ▪ Contract No. 6118087 for hiring of wireline services in OALP Block, ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services, ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. 	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p>accordance with the following policy wording:</p> <p>“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees <u>to the extent of the indemnities undertaken by the Contractor under this Contract</u>”</p>		
5.	<p>14.12</p> <p>COMPLIANCE WITH SEC 25(1), OF “THE GENERAL INSURANCE BUSINESS (NATIONALIZATION) ACT 1972”</p>	<p>Please delete the entire clause.</p>	<p>Bidder requests deletion of this provision as it is not relevant for scope envisaged in this tender.</p> <p>This has been agreed by OIL in all contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	<p>Not agreed. Please be guided as per NIT.</p>
6.	<p>14.13</p> <p>LOSS PAYEE CLAUSE</p>	<p>Please delete the entire clause.</p>	<p>Bidder requests deletion of this provision as it is not relevant for scope envisaged in this tender.</p> <p>This has been agreed by OIL in all contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services 	<p>Not agreed. Please be guided as per NIT.</p>

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
			<ul style="list-style-type: none"> ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	
7.	14.16 vi) PRADHAN MANTRI SURAKSHA BIMA YOJNA (PMSBY)AND PRADHAN MANTRI JEEVAN JYOTI BIMA TOJANA (PMJJBY)	Please amend the clause below: Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL. <u>These will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.</u>	We request this change for additional clarity on the applicability of the PMSBY and PMJJBY insurances. This change was agreed in the following recent tenders: <ul style="list-style-type: none"> ▪ Tender CDG4876P24 for Hiring of Directional Drilling Services. ▪ Tender GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services). 	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
8.	14.16 vii)	<p>Please add the following two points:</p> <p>CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) <u>or Contractor shall have the right to self-insure, except while the equipment are below rotary table or in the well bore.</u></p>	<p>We request this change since contractor shall have the option to self-insure its equipment. Insurance or self-insurance shall not be applicable for equipment while below rotary table or in the well bore.</p> <p>This change was agreed in the following recent tenders:</p> <ul style="list-style-type: none"> ▪ Tender CDG4876P24 for Hiring of Directional Drilling Services. ▪ Tender GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services). 	Not agreed. Please be guided as per NIT.
9.	19.0 RISK PURCHASE	<p>Please amend as follow:</p> <p>In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to <u>request CONTRACTOR to remediate</u> hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational</p>	<p>We shall ensure service delivery in line with the terms and conditions of the contract and commits to be the sole source of remedy in case of services being performed in a manner not in conformity with the contract's requirements.</p>	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.		
10.	32.0 SET-OFF	<p>Please amend the clause as below:</p> <p>Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL). after giving 7 days prior written notice to Contractor."</p>	If all provisions like payment due under the contract or PBG are exhausted to recover the payment due to OIL by Contractor as per Contract, then only OIL to invoke this clause. Bidder requests OIL to kindly confirm and modify the clause accordingly.	Not agreed. Please be guided as per NIT.
11.	45.0 TO DETERMINE THE CONTRACT	<p>Please amend the clause as below:</p> <p>In such an event (i.e. termination under Article No. 44.4 to 44.9</p>	Since 44.8 is for termination for OIL's convenience, Bidder requests removal from this provision.	

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p><u>44.8</u> above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY <u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract</u> over and above the cost at the rate/cost specified in the</p>	<p>Contractor cannot take risk in such cases.</p> <p>The excess liability to be limited to 50% of the cost of such defaulted work mentioned in the Contract.</p>	

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p>schedule of quantities and rates/prices.</p>		
12.	46.0 WITHOUT DETERMINING THE CONTRACT:	<p>Please amend the clause as below:</p> <p>In such an event (i.e. termination under Article No. 44.4 to 44.9 44.8 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost subject to a maximum of the contract value payable for the defective work which needs corrective action <u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract.</u> over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over</p>	<p>Since 44.8 is for termination for OIL's convenience, Bidder requests removal from this provision.</p> <p>Hiring of any other party cannot be at the "risk" of the Contractor.</p> <p>Contractor's liability to be capped</p>	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		and completed by the COMPANY.		
PART – 3, SECTION – II: SPECIAL CONDITIONS OF CONTRACT				
13.	13.0 Penalty	<p>Please delete the clause below:</p> <p>In case of Contractor's failure to deploy the personnel of required skill as specified in the Scope of Work and if the Company asks the Contractor to replace the personnel, then penalty shall be levied to the Contractor at the rate of 10% of the ODR till suitable replacement of the Personnel duly approved by the Company arrives.</p>	We request deletion of this penalty provision.	Not agreed. Please be guided as per NIT.
14.	26.0 Loss of sub-surface Equipment	<p>Please amend the clause below:</p> <p>Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct or Gross Negligence on the part of the Contractor for loss <u>or damage</u> to the Contractor's <u>or its subcontractor's</u> equipment/ tool in hole below rotary table, subject to conditions prescribed</p>	LIH clause should be applicable for lost or damaged equipment / tool. The LIHV should include the custom duty, if the same was borne by Contractor. The depreciation should be charged from the date of commencement of contract or interim mobilization (as applicable). There should be an option to replace the tools / equipment.	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p>herein below. Company shall reimburse the Contractor for the value of lost <u>or damaged</u> equipment/ tool as declared in the import invoices at the time of <u>mobilization (or subsequent replacement/addition)</u> import (for foreign items)/ purchase invoice (for indigenous items) or CIF value declared in the Contractor in the list of imported items (for foreign items) whichever is lower <u>(plus customs duty paid by the Contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and Contractor produces the documentary evidence towards payment of customs duty)</u> for any such loss <u>or damage</u>, less depreciation @ 3% per month or part thereof from the date of <u>commencement of this contract or interim mobilization whichever is later</u> import invoice/indigenous invoice up to a maximum depreciation equivalent to 50% of CIF/Ex-works value as indicated by the</p>		

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<u>Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith.</u>		
15.	26.2	<p>Please amend as below:</p> <p>For claims of lost or damaged equipment/tools, <u>Contractor</u> must intimate the Company of his intention to lodge claim in writing within one month of the declaration of lost or damaged tool by <u>Company</u> and final claim thereof must be made within six months of the date of the lost or damaged tool or before expiry of the Contract, whichever is earlier.</p>	LIH clause should be applicable for lost or damaged equipment / tool. Further, the period for claiming LIH should be six months from actual loss or damage of tool / equipment.	Not agreed. Please be guided as per NIT.
16.	26.3	<p>Please amend as below:</p> <p>OIL shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and claim for the loss of downhole items can</p>	We will not be able to replace in 30day, Lead time for these tools are 150 Days	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p>be done within the stipulated time. The contractor should replace the lost tool(s) within a stipulated time of 30 150 Days from the date of declaration of Lost in Hole by the company, failing which Zero rate will be applicable thereafter.</p>		
17.	26.4	<p>Please amend as below:</p> <p>In case of loss of indigenous items used in the downhole assembly which were declared and inspected as part of mobilization, will also be covered for LIH reimbursement on the basis of purchase invoice submitted during the time of mobilization.</p> <p>Note:</p> <p>26.4.1 No Mobilization cost would be payable towards replacement of LIH tools.</p>	<p>We request addition of mobilization cost in case of LIH for the replacement tools.</p>	<p>Not agreed. Please be guided as per NIT.</p>
18.	28.0 Fishing	<p>Please delete the clause below:</p> <p>The contractor would be required to provide retrieving fishing tools for their non-standard size tubular.</p>	<p>We do not agree to providing fishing tools, hence, we request deletion of this clause.</p>	<p>Not agreed. Please be guided as per NIT.</p>

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
19.	29.0 Liability for the Well or Reservoir	<p>Please amend the clause below:</p> <p>(v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its sub-contractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect. -Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of willful misconduct or</p>	<p>Bidder requests to amend this clause to exclude the liability arising from actions of third parties. The liability arising out of third parties cannot be placed on the Bidder. This is a standard practice. This change has been agreed in all tenders including:</p> <ul style="list-style-type: none"> ▪ GEM/2023/B/3107358 for Hiring of Cementing and BHP Services for a period of 2 years for Oil India Limited Rajasthan Field ▪ GEM/2022/B/2376434 for Hiring of Services including supply of materials for Multilateral Drilling and Completion ▪ Tender No. CDG8352P22 	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		gross negligence of the Contractor or its personnel or any third party like sub-contractors of any tier/agents/invitees/consultants or parties engaged by the Contractor		
20.	Data Interpretation (New clause)	<p>Please add the following new clause:</p> <p><u>Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of Willful Misconduct and Gross Negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees.</u></p>	<p>We request addition of this standard clause on interpretation liability considering the nature of scope of work. This clause forms a part of multiple wellsite tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p><u>Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any loss or damages on this account except in case of Willful Misconduct and Gross Negligence.</u></p>		
21.	<p>Pollution and Contamination (New clause)</p>	<p>Please add the following new clause:</p> <p><u>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:</u></p> <p><u>i) The Contractor shall assume all responsibility and liability for cleaning, removal and</u></p>	<p>We propose to include a comprehensive provision on pollution which provides more clarity and responsibility of both parties. Considering the scope of work, this clause is important.</p> <p>This clause forms a part of all wellsite tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services 	<p>Not agreed. Please be guided as per NIT.</p>

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p><u>controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company 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, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.</u></p> <p><u>ii) The Company shall assume all responsibility for all other pollution and contamination (including cleaning, 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, save and except pollution or</u></p>	<ul style="list-style-type: none"> ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p><u>contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.</u></p> <p><u>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 therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.</u></p>		
22.	Import and Export Control (New Clause)	<p>Please add the new clause below:</p> <p><u>Both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations pertaining to economic sanctions laws,</u></p>	We request addition of this clause to ensure compliance to the respective trade control and sanction and to avoid both criminal and civil liability.	Not agreed. Please be guided as per NIT.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p><u>trade, import and export control.</u></p> <p><u>In the event that at the time when this Contract comes to existence or any moment thereafter, any trade compliance laws, regulations or restrictions of any kind, substantially adversely affect the performance of Parties or their affiliated companies under the Contract, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects.</u></p> <p><u>In the absence of a mutually acceptable solution, each Party, reserves the right to terminate the Contract, and the other Party agrees that it shall not be considered a breach of this Contract and hence it shall have no legal cause of action, and hereby waives any right to assert the same.</u></p>		
General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024				
23.	GTC, 3.A xi	Sellers shall offer minimum discount of 10% on the	We request OIL to kindly clarify the applicability of this provision.	GeM GTC. Please be guided accordingly.

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p>Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.</p>		
24.	GTC, 3.A xii	<p>By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.</p>	<p>We request OIL to kindly clarify the applicability of this provision.</p>	<p>GeM GTC. Please be guided accordingly.</p>
25.	GTC, 3.A xiii	<p>Sellers shall ensure uploading of their product / service in the correct category in all respects.</p>	<p>We request OIL to kindly clarify the applicability of this provision.</p>	<p>GeM GTC. Please be guided accordingly.</p>

S/ N	Section / Clause	Queries	Explanation/Reason/ Clarification	OIL's Reply
		<p>Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as deemed fit by GeM for uploading wrong product(s) or service(s) in any category.</p> <p>If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void.</p> <p>No claim whatsoever against such contract shall be admissible and entertained.</p>		

Following amendments are issued against Part-2 : Bid Evaluation Criteria:-

BEC Clause No.	BEC Clause
New Clause at 1.11 (1.0 Technical Evaluation Criteria)	<p>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.2 & 1.3 above can also be considered provided the bidder is a 100% subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Attachment-I, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.</p> <p>Note: (i) Bidder must submit documentary evidence as required in clause no. 1.7. (ii) Bidder must comply to clause no. 1.1.</p>
New Clause at 1.12 (1.0 Technical Evaluation Criteria)	<p>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 1.2 & 1.3 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.</p> <p>(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 1.2 & 1.3 above and not through any other arrangement like technical collaboration etc.</p> <p>(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.</p>

	<p>(d) In the situations mentioned in clauses 1.11 and 1.12, following conditions are required to be fulfilled/documents to be submitted:</p> <p>i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-P), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.</p> <p>In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and also performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: A) In case Supporting Company fails to submit Performance Bank Guarantee as per 1.11(d)(i) above, the bid security submitted by the bidder shall be forfeited.</p> <p>Note: B) i) Bidder must submit documentary evidence as required in clause no. 1.7 ii) Bidder must comply to clause no. 1.1.</p>
<p>New Clause at 2.6 (2.0 Financial Criteria)</p>	<p>In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.</p> <p>i) Turnover of the parent/ultimate parent/holding company should be in line with para 2.1 above.</p> <p>ii) Net Worth of the parent/ultimate parent/holding company should be positive.</p> <p>iii) Corporate Guarantee (as per Attachment-IV) on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.</p> <p>iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.</p>

<p>4.9 New Clause 4.9.1 at 4.9 (4.0 General)</p>	<p>Purchase Preference for Micro & Small Enterprise: Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender. Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against the tender has to submit the following documents for availing the benefit applicable to MSEs:</p> <p>i) Udyam Registration Number with Udyam Registration Certificate</p> <p>4.9.1 Provisions such as seeking support from another company by way of submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.</p> <p>Note: In case the bidding MSE is owned by Schedule Cast or Schedule Tribe entrepreneur or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman entrepreneur should also be enclosed.</p>
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AMENDMENTS IN PART -3, SECTION - II : SOW / TOR /TECHNICAL SPECIFICATIONS

Srl No.	Clause No.	Existing Clause	Amended Clause
1	PART -3, SECTION - II, SOW / TOR /TECHNICAL SPECIFICATIONS New Clause under 2.1.1 SPECIFICATION AND DETAILS OF TOOLS / EQUIPMENT /CONSUMABLES:	New Clause under 2.1.1 SPECIFICATION AND DETAILS OF TOOLS / EQUIPMENT /CONSUMABLES:	The design of the components should be such that there is no premature setting on mere application of loads during running in.
2	PART -3, SECTION - II, SOW / TOR /TECHNICAL SPECIFICATIONS	-----	Note: OIL, Rajasthan Fields does not have the requisite workshop facility. Hence all assembly needs to be done by the service provider in their own facility.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED
SUBSIDIARY COMPANY (As the case may be)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ___ day of ___ month ___ year by and between M/s. _____
(Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as Bidder
on the first part and M/s. _____ (Fill in full name, constitution and registered office address of
Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/
Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No.
_____ for _____ and M/s. _____ (Bidder) intends to bid against the
said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary
Company-(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete
whichever not applicable) represents that they have gone through and understood the requirements of
subject tender and are capable and committed to provide the services as required by the Bidder for
successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in
the tender document as a main Bidder and liaise with OIL directly for any clarifications etc. in this
context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable))
undertakes to provide technical support and expertise, expert manpower and procurement
assistance and project management to support the Bidder to discharge its obligations as per the
Scope of work of the tender / Contract for which offer has been made by the Parent
Company/Subsidiary Company (Delete whichever not applicable) and accepted by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and
till satisfactory performance of the contract in the event the contract is awarded by OIL to the
Bidder
4. It is further agreed that for the performance of work during contract period Bidder and Parent
Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally
responsible to OIL for satisfactory execution of the contract.
5. However, the Bidder shall have the overall responsibility of satisfactory execution of the contract
awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete
whichever not applicable))

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (Mention complete name) a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliagan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (Mention complete name), a company duly organized and existing under the laws of (Insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor’s obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed alongwith the Guarantee.

“Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company) (TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ___ day of ___ month ___ year by and between M/s. _____ (Fill in Bidder’s full name, constitution and registered office address) _____ hereinafter referred to as “Bidder” of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as “Sister Subsidiary/ Co-subsidiary” of the second part and M/s _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Companies of both the subsidiaries) hereinafter referred to as “Ultimate Parent/ Holding Company” of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder’s offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

For and on behalf of
(Ultimate Parent / Holding
Company)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING (Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)
DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at this day of by M/s
(mention complete name) a company duly organized and existing under the laws of
(insert jurisdiction/country), having its Registered Office at hereinafter
called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or
context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No.
_____ for _____ and M/s _____(Bidder) intends to bid
against the said tender and desires to have Financial support of M/s
_____[Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)]
and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)
represents that they have gone through and understood the requirements of subject tender and
are capable and committed to provide the Financial support as required by the bidder for
qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR(or equivalent USD) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
 - (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder
Company)

Witness:

- 1.
- 2.

For and on behalf of
(Parent/Ultimate Parent/Holding

(Delete whichever not applicable)

Witness:

- 1.
- 2.

FORM OF PERFORMANCE BANK GUARANTEE FOR PARENT COMPANY

To

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

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

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

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

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

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

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

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

This guarantee is valid until the day of . The details of the Issuing Bank and Controlling Bank are as under:

C. Issuing Bank:

BANK FAX NO:

BANK EMAIL
ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

D. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS

Designation

Name of Bank

Address

Witness

Address

Date:

Place:

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Swift Code- ICICINBBXXX, Unique identifier code (Field 7037): OIL503988890; Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 3 Dated 10.06.2024
To TENDER No. GEM/2024/B/4956344

A. This amendment against Tender No. GEM/2024/B/4956344 is issued as under:

B. The Bid Closing/Technical Bid Opening Date of the Tender is extended as:

Bid Closing Date & Time: 24.06.2024 at 15-00 hrs. (IST)

Technical Bid Opening Date & Time: 24.06.2024 at 15-30 hrs. (IST)

C. All other terms & Conditions remain unchanged.

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 2 Dated 21.05.2024
To TENDER No. GEM/2024/B/4956344

This amendment against Tender No. GEM/2024/B/4956344 is issued as under:

A. To defer Pre-Bid Conference Date to **29.05.2024** in place of existing 24.05.2024. Accordingly, please read revised date of Pre-Bid Conference wherever specified in the tender documents as **29.05.2024**. Forwarding Letter Clause No. 2.0, Point Nos. o. & p., & Clause No. 3.0,6.0 and Pre-Bid Details of GeM Bid Document is amended as given below:-

(i) Forwarding Letter Clause No. 2.0, Point Nos. o. & p. and Pre-Bid Details of GeM Bid Document:

o. Pre-Bid Conference Date	29.05.2024 at 11:30 hrs (IST).
p. Last Date of receipt of Queries.	28.05.2024 up to 17:30 Hrs (IST)

(ii) Forwarding Letter Clause No. 2.0 & Pre-Bid Details of GeM Bid Document:

Pre-Bid Conference: A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on 29.05.2024 at 11:30 hrs (IST) in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by 28.05.2024 up to 17:30 Hrs (IST). All pre-bid queries should be submitted to the dealing officer over email (km_kumar@oilindia.in) latest by 28.05.2024 up to 17:30 Hrs (IST). Only those queries received within the cut-off period shall be discussed and replied to during pre-bid meeting.

(iii) Forwarding Letter Clause No. 6.0: **QUERIES/CLARIFICATIONS ON THE TENDER:**

The prospective Bidders shall submit their queries/clarifications against the tender through E-mail of dealing officer(km_kumar@oilindia.in) addressed to General Manager (C&P), OIL INDIA LTD., Rajasthan Field, 2A, District Shopping Centre, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Field office at Jodhpur latest by 28.05.2024 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in GeM portal. Queries / Clarifications against the tender received beyond 28.05.2024 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

B. All other terms & Conditions remain unchanged.

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 1 Dated 20.05.2024
To TENDER No. GEM/2024/B/4956344

This amendment against Tender No. GEM/2024/B/4956344 is issued as under:

A. To include SOW document in PART-3, SECTION-II.

Please read SPECIAL CONDITIONS OF CONTRACT (SCC) as PART-3, SECTION-III.

B. All other terms & Conditions remain unchanged.

Part-3, Section-II

SOW / TOR / TECHNICAL SPECIFICATIONS

1. The bidder shall supply Liner Hangers along with services including manpower and complete package of tools & consumables required for successful completion of Liner Hanger jobs in vertical wells in the state of Rajasthan. The tool package must include but not limited to liner hanger running and setting tool, liner hanger retrieval tool, bull nose / liner shoe, fishing tools.

2. **SERVICE REQUIREMENT UNDER LINER HANGER SERVICE:**

2.1 The following are the specifications, instructions, standards and other documents of materials, tools, or equipment which the contractor shall satisfy or adhere to in the performance of the work.

Liner hanger service is call out basis and shall include all equipment, consumables, and manpower for setting of Liner Hangers of following sizes:

Table-1

Sl. No.	Liner Size	Hole Size	Host Casing Details	Liner casing Details	Liner Connection
1	7"	8.½"	9.⅝", 47 ppf, L-80 or N-80	7", 29 ppf, L-80	Hunting Seal Lock-XD

(i) **7" x 29 ppf x L-80 liner** in 8.½" hole, setting 7" liner hanger against 9.⅝", 47 ppf, L-80 casing, setting Packer in the annulus (7" X 9.⅝"). Differential pressure rating must be minimum 2000 psi at 600 deg F.

2.1.1 SPECIFICATION AND DETAILS OF TOOLS / EQUIPMENT /CONSUMABLES:

The contractor shall supply the following consumables as well as non-consumables as specified in **Table - 2 and Table - 3** respectively at rig site at contractor's cost and risks to carry out the liner hanger lowering & setting job as per SoW:

TABLE – 2			
SL.NO.	ITEMS (CONSUMABLES)	UOM	MAXIMUM QUANTITY
(A)	FOR 7"x 29 ppf x L-80 x HUNTING SEAL LOCK XD LINER TO BE SET AGAINST 9.⅝" HOST CASING		
1	7" Liner Hanger with packer of minimum temperature rating of 600-degree Fahrenheit with Hunting Seal Lock XD thread. The minimum differential pressure must be 2000 psi. All consumables required for liner hanger and packer setting and 7" Bull nose or liner shoe with Hunting Seal Lock XD threads must be provided by the contractor.	SET	24

2.1.2 NON-CONSUMABLE ITEMS ON RENTAL

Contractor should supply complete set/assembly of Liner Running & Setting Tool of required specification for all size of liners as per SOW.

Sl. No.	Items (Non-consumables on Rental)	Remarks
1	LINER HANGER RUNNING & SETTING TOOL COMPLETE ASSEMBLY	Contractor will ensure that an additional back up tool is available at well site during the job: Total: 02 nos.

2.1.3 BACK UP AND SPARES: Contractor should maintain back up tools/equipment & consumables to ensure uninterrupted operation of Liner Hanger job in case of malfunctioning of main tool and particular consumable item is found to be defective.

2.2 SPECIFIC SERVICE REQUIRED AT DRILLING LOCATION

- (i) To assemble and service Liner Setting tool of all the sizes with all accessories on ground level with the assistance of Rig Crew in coordination with Company Representative & Tool Pusher.
- (ii) To provide complete operational plan for running, setting & testing of Liner hanger with Packer in consultation with the Company Representative, Rig Manager and Cementing Service Provider.
- (iii) To supervise make up of shoe, Landing Collar with casing joint.
- (iv) To supervise installation of Casing Centralizers (Solid Body Type) & Stop Collar, if required, on Liner joints (on ground before running in starts) or bow type centralizers during liner running in by Crew of Rig Service provider in coordination with Company Representative & Tool Pusher.
- (v) The liner hanger and running tool needs to be made-up in the Contractor's workshop and sent to rig site.
- (vi) To monitor Liner running in operation performed by Rig Crew in coordination with Company Representative & Tool Pusher of Rig Service provider.
- (vii) To monitor the makeup torque while tightening shoe / float collar / landing collar / liner hanger etc.
- (viii) To supervise "making-up" Liner setting Tool complete with all accessories with liner string on Drill floor by Rig Crew in coordination with Company Representative & Tool Pusher.
- (ix) To monitor casing fill – up volume & Hole fill up volume in coordination with Company Representative & Tool Pusher.
- (x) To design the configuration of drill pipe string for lowering Liner as well as setting slips in coordination with Company Representative & Tool Pusher.

- (xi) To monitor hook load (Liner string & drill pipe string) during running in.
- (xii) To monitor drifting of all drill pipe before lowering into hole in coordination with Tool Pusher.
- (xiii) To monitor the tally of drill pipe string and Liner string during running in coordination with Tool Pusher.
- (xiv) To monitor circulating pressure as and when it is decided to establish circulation during running in liner in coordination with Company Representative & Tool Pusher.
- (xv) To arrange for and set hanger with liner shoe as close as possible to planned depth.
- (xvi) To release Liner string from setting tool in coordination with Company Representative & Tool Pusher.
- (xvii) To supervise laying down setting tool, once it is pulled out of hole.
- (xviii) To submit a detailed report on Liner Hanger Operation to Company Representative by Liner Hanger Expert after completion of the job.
- (xix) To maintain and service all equipment belonging to Contractor and thus avoid downtime.
- (xx) Any other jobs generally connected with such services or bringing-in a well to health shall be provided by the Contractor when called upon to do so including supply of extra items/equipment (on mutually agreed terms & conditions).
- (xxi) Before the commencement of job, the Contractor shall study the Rig facility offered by Company, its tools/equipment including mud handling system and solid control equipment and other facilities etc. so that they can make a realistic assessment about Company's infrastructure facilities which may be utilized during execution of any job.
- (xxii) To check & inspect the availability of various consumables, running & setting tools, etc. for successful completion of job in an effective and safe manner.
- (xxiii) To ensure availability of back up liner hanger & setting tool (ready assembly for lowering) to avoid downtime if the primary assembly fails.
- (xxiv) To make up fishing / retrieval tool, design fishing string and supervise fishing / retrieval of liner hanger operations.
- (xxv) To test packer post deployment at pre-determined pressure.

2.3 HR DEPLOYMENT: PERSONNEL

The Contractor shall engage one Liner Hanger Engineer having requisite experience as defined in **(Table-4)** below for carrying out the intended jobs at designated well site(s). If Contractor deploys more personnel towards performance of any specific job at well site during the duration of the contract, Company will not pay for such additional manpower.

2.3.1 GENERAL

- (i) The Contractor will have to submit the Biodata of personnel proposed to be deployed prior to deployment for OIL's approval. The following documents should accompany the Bio Data for approval
 - a) Educational Qualification certificate
 - b) Appointment / approval letters from the last Operator.
 - c) Proof of Work experience as per contract
 - d) Valid Police Verification Certificate
- (ii) **Liner Hanger Engineer shall be an employee of the Contractor.**
- (iii) Company reserves the right to instruct for removal of any Service provider'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 Service provider and the Service provider 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.
- (iv) In case, the personnel are newly recruited in the organization, at least 02(Two) no. of personnel reference with email id, Mobile no. etc. of the previous employer to be provided in the CV for his previous experience.
- (v) Movement of the contractor personnel to & from well site will be under contractor's responsibility. Accommodation and catering facility for Liner Hanger Engineer would be provided by the Company.
- (vi) If Contractor deploys more personnel towards performance of any specific job at well site during the tenure of the contract, Company will not pay for such additional manpower.
- (vii) The educational qualification & experience criteria of deployed personnel are mentioned in **Table – 4**.

Table-4

Sl. No.	Name of position	Educational Qualification	Experience & Certification

1	LINER HANGER ENGINEER	Graduate /Diploma Engineer or higher from AICTE/ UGC recognized institute/ Govt. recognized University / institutes	<p>(i) Should be proficient in English (written & verbal). Besides English, fluency in Hindi and local language will be an added advantage.</p> <p>(ii) Should have minimum five (05) years' experience in managing projects related to liner hanger operations and should have completed at least Ten (10) nos. of deep wells with with liner hanger operations and tie back operation.</p> <p>(iii) The age of the LINER HANGER ENGINEER should not be more than 65 years as on the original bid closing date of this Tender.</p>
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2.3.2 JOB SPECIFICATION AND JOB RESPONSIBILITY (LINER HANGER ENGINEER)

The basic Job specification and responsibility are defined as below but not limited, additional responsibility may be assigned if it is warrant for the safety of personnel/equipment and smooth functioning operations against the contract.

(i) **JOB SPECIFICATION**

Liner Hanger Engineer is an expert who provides standalone job site execution of all aspects of the Liner Systems operations including equipment assembly, testing, inspection, installation, and closure.

(ii) **JOB RESPONSIBILITY**

He shall be the single point of contact between OIL and the Contractor with responsibility for working closely with OIL during liner hanger operation. The job responsibility shall be guided but not limited to by Clause no. 2.2 above.

NOTES:

- a) All consumable items must be brand new & un-used. The quantity of different consumables to be supplied by contractor is specified in the **"Price Bid Format"**.
- b) The Hanger and Packer must be lowered and set in one trip.
- c) Bidder is required to submit technical literature along with technical specification, Make / Model / Type, and detailed drawing of offered item.
- d) The hanging capacity liner assembly must be able to support the weight of the liner without deforming the liner hanger or the supporting casing. Bidders to provide the following information about their offered Liner Hanger System:

Sl.No.	Description	Parameter
1.0	Liner Hanger Rating	7"
1.1	Maximum Torque Strength	
1.2	Maximum OD	

1.3	Minimum ID	
1.4	Drift Dimension	
1.5	Liner Hanger Burst and Collapse Pressure	
1.6	Liner Hanger Tensile Load Capacity	
1.7	The surface area of the slip	
1.8	The cross sectional area of the slip	
1.9	The number of slips	
2.0	Liner Packer Rating	
2.1	Running Tool Profile	
2.2	Burst and Collapse Pressure	
2.3	Tensile Load Capacity	
2.4	Maximum Torque Strength	
2.5	Maximum OD	
2.6	Minimum ID	
2.7	Drift Dimension	
2.8	Pressure and Temperature Strength	
2.9	Material (Body & Sealing Element)	
2.10	Maximum Testing Pressure	
3.0	Setting Tool Rating	
3.1	Tool Profile	
3.2	Burst Pressure	
3.3	Tensile Load Capacity	
3.4	Maximum Torque Strength	
3.5	Maximum OD	
3.6	Minimum ID	

3. Any consumable supplied by the Contractor but not installed by OIL during the tenure of the contract will be installed by the Contractor within a period of 01 (one) year from the end of the contract at the same T&C and rates of the contract.