

OIL INDIA LIMITED
RAJASTHAN FIELD
JODHPUR

AMENDMENT No. 4 Dated 28.03.2025
To TENDER No. CJI8540P25 Dated 07-02-2025

This amendment against Tender No. CJI8540P25 is issued as under to amend the following:

1. Amendments to **BEC-BRC** are enclosed as **Annexure-AA**.
2. Revised **Proforma-VII (Technical Evaluation Sheet for BEC/BRC)** have been uploaded in lieu of existing.
3. Amendment to Special Conditions of Contract (SCC) and Scope of Work are enclosed as **Annexure-BB**.
4. Specification of Natural Gas are enclosed as **Annexure-CC**.
5. Details of Reply to Pre-Bid Queries from the bidders are as follows:
 - i. Reply from M/s. Expro are enclosed as **Annexure-DD1**.
 - ii. Reply from M/s. Hal Offshore Limited are enclosed as **Annexure-DD2**.
 - iii. Reply from M/s. Linde Engineering India Pvt. Ltd are enclosed as **Annexure-DD3**.
 - iv. Reply from M/s. Rochem Separation Systems Private Limited are enclosed as **Annexure-DD4**.
6. Attachment for Guidelines for Custom Duty are enclosed as **Annexure-EE**.
7. Format for List of Items to be Imported has been enclosed as **Proforma-T**.
8. Format for "Insurance Surety Bond" for " Bid Security" has been enclosed as **Proforma-U**.
9. Format for "Insurance Surety Bond" for " Performance Security" as been enclosed as **Proforma-V**.
10. **Clarification regarding Price Evaluation of Price Bid Format:**
 - i) Price evaluation of bids shall be carried out based on the grand total value quoted by the bidder in the price bid format i.e. sum total of prices quoted against all items which includes all taxes, duties and levies including personal tax, corporate tax, Customs Duty etc. but exclusive of GST. GST as applicable shall be payable extra.
 - ii) Bidder to consider 12% GST in the Price Bid Format.
11. All other terms & Conditions remain unchanged.

Amendments in BEC-BRC

Sl. No.	Clause No	Existing BEC	Amended clause of BEC
1	Clause 1.1	The bidder should be manufacturer or an Authorized dealer/distributor/ Sole Selling Agent/Supply House of Original Equipment Manufacturer (OEM) of Polyimide membrane-based technology for gas sweetening.	The bidder should be manufacturer or an Authorized dealer/distributor/ Sole Selling Agent/Supply House of Original Equipment Manufacturer (OEM) of Gas Sweetening Unit using Polyimide membrane.
2	Clause 1.1(a)	If the bidder is an Original Equipment Manufacturer (OEM) of the polyimide membrane-based technology for gas sweetening: then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid failing which the bids will be rejected:	If the bidder is an Original Equipment Manufacturer (OEM) of the Gas Sweetening Unit using Polyimide membrane: then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid failing which the bids will be rejected:
3	Clause 1.1(a)(i)	The OEM through their own polyimide membrane-based technology shall have the credential of successful execution of at least one Contract of “Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD” in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 2.3(a).	The bidder shall have the credential of successful execution of at least one Contract of “Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD” in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 1.4(a).
4	Clause 1.1(a)(ii)	The OEM must have a minimum of 05 (Five) years of experience in manufacturing “Natural Gas	The bidder must have a minimum of 05 (Five) years of experience reckoned from the original bid closing date of the

		Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD". Suitable documentary evidence to substantiate for fulfilment of this clause must be submitted along with the technical bid as per clause No. 2.3(b).	tender in manufacturing "Natural Gas Sweetening Plant facility with polyimide membrane technology". Suitable documentary evidence to substantiate for fulfilment of this clause must be submitted along with the technical bid as per clause No. 1.4(b).
5	Clause No. 1.1(b.i.4)	The OEM shall meet the experience criteria stipulated in clause No. 1.1(a)(i) and 1.1(a)(ii) above. Documentary evidence related to this must be submitted along with the technical bid as per clause No. 2.3(a) and 2.3(b).	The OEM shall meet the experience criteria stipulated in clause No. 1.1(a)(i) and 1.1(a)(ii) above. Documentary evidence related to this must be submitted along with the technical bid as per clause No. 1.4(a) and 1.4(b).
6	Clause No. 1.1(b.ii)	In addition to Clause No. b.i.4) above, the bidder himself shall have the credential of successful execution of at least one contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD" in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P Companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 2.3(a).	In addition to Clause No. b.i.4) above, the bidder himself shall have the credential of successful execution of at least one contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD" in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P Companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 1.4(a).
7	1.4(a)(ii)	ii Company Profile and details of the Company to whom Contract has been executed to establish that service have been provided to E&P Companies or Service Providers to an E&P company.	ii. The Company Profile and details of the contracting entity must be provided to establish that the services have been rendered to E&P companies or service providers to an E&P company. To substantiate this, the bidder may either submit the company profile directly to OIL or provide relevant documents to the Third-Party Inspection (TPI) agency for verification. The TPI agency may then submit an undertaking confirming the same.

8	1.4(a)(iv)	<p>iv Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user showing:</p> <p>01. Nature of job done and Work order No./Contract No/PO No.</p> <p>02. Date of completion</p> <p>03. Gross value of jobs Done</p> <p>04. Clearly indicating the Supplied Membrane technology</p> <p>05. Proof of operation of Plant: Bidder has to provide document to establish that plant was in operation for at least one year from the date of successful installation & commissioning.</p>	<p>Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user showing:</p> <p>01. Nature of job done and Work order No./Contract No/PO No.</p> <p>02. Date of completion</p> <p>03. Clearly indicating the Supplied Membrane technology</p> <p>04. Proof of operation of Plant: Bidder has to provide document to establish that plant was in operation for at least one year from the date of successful installation & commissioning.</p>
9	1.4(b)(ii)	<p>Relevant Licenses or Certifications: Any certifications relevant to the manufacturing or supply of gas sweetening plants, especially for polyimide membrane technology.</p>	<p>Relevant Licenses or Certifications or Documentary evidence: Any certifications or document relevant to the manufacturing or supply of gas sweetening plants, especially for polyimide membrane technology.</p>

Bid Evaluation Criteria-Bid Rejection Criteria (BEC-BRC)			
Clause No.	Clause	Confirmation / Compliance	Reference in terms of Page no., Annexure etc. of bidder's offer
	<p>General Conformity: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non- responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid. OIL reserves the right to ask for any Original or other relevant document to verify the certification as detailed in the following paragraphs</p>	<p>Yes No</p>	
A	<p>ELIGIBILITY CRITERIA:</p> <p>The bidder must be incorporated/registered in India and must maintain more than or equal to 20% of local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Public Procurement (Preference to make in India) Order, 2017 of Department of Promotion of Industry and Internal Trade (DPIIT), Govt. Of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable.</p>	<p>Yes No</p>	

	<p>Whether or not the bidders want to avail PPP-MII benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <ul style="list-style-type: none"> a) The bidder must provide the specific percentage (%) of local content in their bid, without which the bid is liable for rejection being non-compliant. b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded (Format enclosed as Annexure-I). c) The aforesaid undertaking of the bidder as stated in point (b) above shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. d) Bidder to submit a copy of their Certificate of Incorporation/Registration in India. 		
<p>1.0</p>	<p><u>TECHNICAL EVALUATION CRITERIA:</u></p>		
<p>1.1</p>	<p>1.1 The bidder should be manufacturer or an Authorized dealer/distributor/ Sole Selling Agent/Supply House of Original Equipment Manufacturer (OEM) of Gas Sweetening Unit using Polyimide membrane.</p> <ul style="list-style-type: none"> a) If the bidder is an Original Equipment Manufacturer (OEM) of THE Gas Sweetening Unit using Polyimide membrane: then they must satisfy the 	<p>Yes No</p>	

	<p>following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid failing which the bids will be rejected:</p> <ul style="list-style-type: none"> i. The bidder shall have the credential of successful execution of at least one Contract of “Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD” in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 1.4(a). ii. The bidder must have a minimum of 05 (Five) years of experience reckoned from original bid closing date of the tender in manufacturing “Natural Gas Sweetening Plant facility with polyimide membrane technology”. Suitable documentary evidence to substantiate for fulfilment of this clause must be submitted along with the technical bid as per clause No. 1.4(b). 		
	<p>b) If the bidder is authorized dealer/distributor/ Sole Selling Agent/Supply House of Original Equipment Manufacturer (OEM) of polyimide membrane-based technology for gas sweetening: then bidder must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid failing which the bids will be rejected:</p> <ul style="list-style-type: none"> i. The bidder shall submit an Authorization Certificate from the OEM (in original on OEM’s letter head) specifically authorizing the bidder to quote against this tender. <i>This Authorization Certificate should be valid at the</i> 	<p>Yes No</p>	

	<p><u>time of bidding and till entire execution of the Contract.</u> The OEM certificate should also comply with following clauses:</p> <p>b.i.1) The bidder shall submit an undertaking from the OEM (in original on OEM's letter head) guaranteeing supply of items to the bidder in the event of a contract on the bidder.</p> <p>b.i.2) The OEM shall guarantee the 'lifetime supply' (i.e., 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) of spares for all the equipment to be supplied under the contract, if awarded to them by OIL.</p> <p>b.i.3) The bidder shall submit warranty/guarantee backup from the OEM in OEM's official letter head against the quality of the tendered item(s).</p> <p>b.i.4) The OEM shall meet the experience criteria stipulated in clause No. 1.1(a)(i) and 1.1(a)(ii) above. Documentary evidence related to this must be submitted along with the technical bid as per clause No. 1.4(a) and 1.4(b).</p> <p>ii. In addition to Clause No. b.i.4) above, the bidder himself shall have the credential of successful execution of at least one contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD" in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P Companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 1.4(a).</p>		
<p>1.2</p>	<p><u>PARENT / SUBSIDIARY COMPANY:</u></p>	<p>Yes No</p>	

	<p>i. Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause No. 1.1(a)(i) and 1.1(a)(ii) above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement etc.</p> <p>ii. In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (Format enclosed as Attachment-II) and also a parent/subsidiary Guarantee (Format enclosed as Attachment-III) to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>iii. In the situations mentioned above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall submit/comply the following:</p> <p>(a) Undertaking by the Supporting Company to provide an additional Performance Security (Format enclosed as Attachment-I), equivalent to 50% of the value of</p>		
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	<p>the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder.</p> <p>(b) In cases where the Supporting Company do not have Permanent Establishment in India, the bidding company can furnish this additional Performance Security on behalf of the supporting company in addition to their own Performance Security as per tender. In such case, bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>(c) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the additional Performance Security provided by the supporting company shall be invoked by OIL due to non-performance of the Contractor.</p> <p><u>Note:</u></p> <p>A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p>		
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	<p>(d) Bidders quoting under the categories as mentioned under Clause above should provide the respective services including key personnel for entire duration of the contract period during execution of the contract. A declaration (as per format enclosed) in this respect to be submitted as part of technical bid.</p>		
<p>1.3</p>	<p>SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:</p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1(a)(i) and 1.1(a)(ii) above can also be considered based on the experience of their sister-subsiary/co-subsiary company (Supporting Company) within the ultimate parent/holding company subject to meeting the following conditions:</p> <ul style="list-style-type: none"> i. Provided that the sister-subsiary/co-subsiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid. ii. Provided that the sister subsidiary/co-subsiary company on its own meets the experience criteria stipulated in the BEC and not through any other arrangement like Technical Collaboration agreement etc. iii. 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 (Format enclosed as 	<p>Yes No</p>	

	<p style="text-align: center;">Attachment -IV) between them and their ultimate parent/holding company, along with the technical bid.</p> <p>Note: In the situations mentioned in above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall submit/comply the following:</p> <ul style="list-style-type: none"> (a) Undertaking by the Supporting Company to provide an additional Performance Security (Format enclosed as Attachment -I), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder. (b) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the additional Performance Security provided by the supporting company shall be invoked by OIL due to non-performance of the Contractor. (c) In cases where the Supporting Company do not have Permanent Establishment in India, the bidding company can furnish this additional Performance Security on behalf of the supporting company in addition to their own Performance Security as per tender. In such case, bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India. <p>Note:</p>		
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	<p>A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>(d) Bidders quoting under the categories as mentioned under Clause above should provide the respective services including key personnel for entire duration of the contract period during execution of the contract. A declaration in this respect to be submitted as part of technical bid.</p>		
<p>1.4</p>	<p><u>Documents to be submitted in support of Experience criteria</u></p> <p>a. In support of the experience criteria under of BEC, the bidder must furnish the following documents / photocopy (self- attested/attested) along with the bid:</p> <p>i. Letter of Award (LoA)/ Letter of Intent (LoI)/Purchase Order (PO) / Work Order (WO) / Contract document or any other documents from their clients which can substantiate their claim towards experience.</p> <p>ii. The Company Profile and details of the contracting entity must be provided to establish that the services have been rendered to E&P companies or service providers to an E&P company. To substantiate this, the bidder may either submit the company profile directly to OIL or provide relevant documents to the Third-Party Inspection (TPI) agency for verification. The TPI agency may then submit an undertaking confirming the same.</p>	<p>Yes No</p>	

	<ul style="list-style-type: none"> iii. Relevant pages from Contract / Work Order/PO for broad scope of work. iv. Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user showing: <ul style="list-style-type: none"> 01. Nature of job done and Work order No./Contract No/PO No. 02. Date of completion 03. Clearly indicating the Supplied Membrane technology 04. Proof of operation of Plant: Bidder has to provide document to establish that plant was in operation for at least one year from the date of successful installation & commissioning. <p>b. The following documentary evidence to substantiate the Manufacturing experience records must be submitted along with the technical bid, failing which the Bid shall be treated as incomplete and rejected:</p> <ul style="list-style-type: none"> i. Company profile, brochures, or internal manufacturing records confirming at least 5 years of experience in manufacturing similar facilities. ii. Relevant Licenses or Certifications or Documentary evidence: Any certifications or document relevant to the manufacturing or supply of gas sweetening plants, especially for polyimide membrane technology. iii. Copy of Purchase Order/Contract with detailed specification iv. Copy of Tax Invoice/Commercial Invoice / Challans/ Consignee delivery receipts/Bill of Lading 		
<p>2.0</p>	<p>Other confirmations from bidder to be submitted along with their bid:</p> <ul style="list-style-type: none"> i) Bidder must categorically confirm on their official letterhead that the supplied membrane will be Polyimide membrane only. 	<p>Yes No</p>	

	<p>ii) Bidder must have requisite Health, Safety and Environment (HSE) policies, implementation procedures in line with internationally accepted practices and statistics covering the last five (5) years. Relevant supporting document(s) for such HSE policy must be furnished in the technical bid along with list of policies, procedures and quality assurance & quality control practices currently in place for execution of similar work.</p> <p>Note:</p> <p>iii) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 1.1(a) will only be treated as acceptable experience.</p> <p>iv) The Contract, for which the above experience is claimed, should have been satisfactorily completed and/or handed over / commissioned prior to the original date of bid closing.</p> <p>v) Work executed by a bidder for its own organization cannot be considered as experience for the purpose of meeting BEC.</p> <p>vi) Experience of executing ‘SIMILAR WORK’ through ‘sub-contracting’ shall not be considered for evaluation.</p> <p>vii) Bidders are required to ensure that the value of the completed job indicated by them is exclusive of Service tax / GST. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax / GST amount included in the value of completed job.</p> <p>viii) In case Service Tax / GST amount component is not specified in the submitted completion certificate, then the bidder shall have to furnish a confirmation from the end user/client/ Chartered Accountant possessing valid UDIN number, certifying the value of work executed by the bidder (excluding service tax / GST).</p>		
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TECHNICAL EVALUATION SHEET FOR BEC/BRC**PROFORMA-VII**

	<p>ix) Contract executed by a bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission documents specified to meet BEC.</p> <p>x) The bidder who are claiming experience as per clause No. 1.2 and 1.3 shall have to submit documents as per clause No. Clause No. 1.1(a)(i) and 1.1(a)(ii) above.</p> <p>xi) Any bidder, if participated in the tender as Joint Venture Or Consortium with another party, such offers shall not be considered for evaluation.</p> <p>xii) No change in OEM after the submission of bid is allowed. The bid shall be rejected in case of any change of the proposed OEM after submission of the bid</p>		
3.0	<u>FINANCIAL EVALUATION CRITERIA:</u>		
3.1	<p>Annual Financial Turnover of the bidder from operation during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least INR 56.80 Crores.</p> <p>[Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]</p>	Yes No	
3.2	<p>Net worth of the bidder must be at least Rs. 17.04 Crores in the preceding financial / accounting year reckoned from original bid closing date.</p> <p>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]</p>	Yes No	
3.3	<p>The minimum requirement of Working Capital of the bidder is Rs. 17.04 Crore for the accounting year preceding the original bid closing date.</p> <p>In case the Working Capital is less than above, the bidder can supplement the same through</p>		

	<p>line of credit from a scheduled commercial bank having net worth more than INR 100 crores as per enclosed format.</p> <p>In the event of award, the contractor shall open a project specific account in a nationalised bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualised contract value within 15 days from the date of issue of LOA. All payment against this contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.</p> <p>At any point of time minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualised contract value.</p> <p>In addition to above the bidders should submit a financial resource / cash flow plan for execution of this contract.</p> <p>[Working capital shall mean “Current Assets minus Current Liabilities” as per latest year’s audited consolidated annual Financial statements].</p>	<p>Yes No</p>	
<p>3.4</p>	<p>BID CAPACITY:</p> <p>The bidding capacity of the bidder should be equal to or more than the annualised cost estimate of the work put together. The bidding capacity shall be worked out by the following formula: Bidding capacity = (Ax1.5)-B Where,</p> <p>A = Maximum annual turnover in any one of the preceding three financial years B = Commitments in next twelve months from the date of expiry of the bid validity as Annexure – A.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>I/We.....aged.....years son ofdo hereby solemnly affirm and declare as follows for and on behalf of the firm:</p> </div>	<p>Yes No</p>	

LIST OF EXISTING COMMITMENT AND ONGOING WORKS					
Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work Executed till date of submission of bid (INR)	Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (INR)
					(4-5)
1	2	3	4	5	6
Balance commitments in 12 months from the date of expiry of the Bid Validity			INR		
It is certified that the above particulars furnished are true and correct if any information given is found to be misleading at a later date, OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).					
SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)					
Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%.					
3.5	DEBT EQUITY RATIO:				
	Debt equity ratio of the bidder should not be more than 2:1 . Debt equity ratio mean long term borrowings / Net-worth. Note: In case the financial statements submitted by the bidder are in currencies other than INR, BC selling rate declared by State Bank of India prevailing on one day prior to bid closing date shall be considered for converting it into INR.				Yes No

<p>3.6</p>	<p>In case the bidder is a 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 bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:</p> <ul style="list-style-type: none"> i) The parent / ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1, 3.2, 3.3, 3.4 and 3.5 above. ii) Corporate Guarantee (Attachment-V) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and. iii) A certificate from the Statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned. <p style="text-align: center;">Note: The above certificate should not be more than 30 days old as on the original bid closing date.</p>	<p>Yes No</p>	
<p>3.7</p>	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per ANNEXURE-II.</p>	<p>Yes No</p>	

	<p>Notes:</p> <ol style="list-style-type: none"> 1. For proof of Annual Turnover, Net worth, Working Capital & Debt-Equity Ratio, any one of the following documents must be submitted along with the bid: <ol style="list-style-type: none"> i. A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover, Net worth, Working Capital & Debt-Equity Ratio as per format prescribed in PROFORMA-H. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> ii. Audited Balance Sheet along with Profit & Loss account. <p>Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates.</p> 2. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same. 3. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on 		
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	<p>the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.</p> <p>4. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para- 1. and 2. above.</p>		
3.8	<p>Other Confirmations from bidder:</p> <p>While submitting his bid, bidder will have to provide categorical confirmation to below requirements; otherwise, his bid will be rejected.</p> <p>a) The successful Bidder is required to open a 'separate account' with any scheduled/nationalized bank in Jodhpur Rajasthan wherein all receipts and payments in respect of the Contract are to be routed through this account only.</p> <p>b) The Running Account (RA) bills of the contractor will be processed when the monthly bank account statement are submitted to OIL along with the bill and it established that the withdrawn money has been utilized only for the project work. Along with each RA bill the EPC will have to submit the proof of payments being made to its sub vendors and sub-contractors.</p> <p>c) If during the course of the project execution, it is established that the project progress is getting affected due to non-payment by EPC to its sub vendors and sub-contractors than OIL will have the right to make direct payments to these sub-vendors and sub-contractors from EPC contractor RA bill final payable amount (after effecting statutory deductions as applicable) at total and risk and cost of EPC.</p> <p>d) The bidder will not be able to use this account for entering into any type of mortgage/loan/factoring arrangement with other financial institutions during the course of the contract execution with OIL without the written consent of OIL.</p>	<p>Yes No</p>	
4.0	COMMERCIAL EVALUATION CRITERIA:		
4.1	<p>Bids shall be submitted under Single-Stage Two-Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected</p>	<p>Yes No</p>	

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	outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.		
4.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.	Yes No	
4.3	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur (Rajasthan Field Office) before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.	Yes No	
4.4	Integrity pact: OIL shall be entering into an Integrity Pact with the bidder as per format enclosed vide Annexure-III of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed.	Yes No	
4.5	Bids submitted after the Bid Closing Date and Time will be rejected.	Yes No	
4.6	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.	Yes No	
4.7	Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.	Yes No	
4.8	Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.	Yes No	
4.9	Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.	Yes No	

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4.10	Any Bid containing false statement will be rejected.	Yes No	
4.11	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.	Yes No	
4.12	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.	Yes No	
4.13	The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the original bid security should necessarily be submitted in physical form, in a sealed envelope.	Yes No	
4.14	Bidder must comply to clause No. 33.0 (Verification and Certification of Documents by Independent Third- Party Inspection Agencies) and its sub-clauses under Instruction to bidders failing which their offer shall be summarily rejected.	Yes No	
4.15	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) Bid Security (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work	Yes No	

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	(ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact		
5.0	<u>PRICE EVALUATION CRITERIA:</u>		
5.1	Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.	Yes No	
5.2	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.	Yes No	
5.3	If the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.	Yes No	
5.4	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected.	Yes No	
5.5	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.	Yes No	

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5.6	Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted prices for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.	Yes No	
5.7	Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to one bidder.	Yes No	
5.8	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.	Yes No	
5.9	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.	Yes No	
5.10	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.	Yes No	
6.0	<u>GENERAL:</u>		
6.1	In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.	Yes No	
6.2	Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case	Yes No	

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	successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.		
6.3	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.	Yes No	
6.4	If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.	Yes No	
6.5	Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.	Yes No	
6.6	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.	Yes No	
6.7	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.	Yes No	
6.8	To ascertain the substantial responsiveness of the bids, Company reserves the rights to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer shall be summarily rejected.	Yes No	
6.9	Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.	Yes No	
6.10	Bidders shall submit a declaration as per PROFORMA-Q that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.	Yes No	
6.11	Bidders shall submit a declaration as per PROFORMA-P confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in	Yes No	

TECHNICAL EVALUATION SHEET FOR BEC/BRC**PROFORMA-VII**

	any capacity, are currently put on holiday list/ banning list by OIL debarring them from carrying on business dealings with OIL.		
6.12	Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC enclosed as PROFORMAS-VII, along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.	Yes No	
6.13	Any exception or deviation to the Tender requirements must be tabulated in “Statement of Compliance” (Proforma-C) by the bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.	Yes No	
6.14	COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.	Yes No	
6.15	When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.	Yes No	
6.16	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.	Yes No	
6.17	<u>PURCHASE PREFERENCE CLAUSE:</u>	Yes No	
6.17.1	MSE Policy: Not applicable.		
6.17.2	Make in India (MII) Policy: Purchase preference to MII - notified under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16 th September 2020 (and	Yes No	

	<p>as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FPPNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender (Refer Appendix-A).</p> <p>Ministry of Petroleum and Natural Gas (MoPNG) vide Order No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 11.07.2023 has also revised the Minimum Local Content (MLC) for getting Purchase Preference and Margin of Purchase Preference under MII Policy for high value oil and gas LSTK / EPC contracts / projects. The Minimum Local Content (MLC) for getting Purchase Preference and Margin of Purchase Preference under MII Policy applicable for the instant tender shall be as per the latest order of MoPNG which is enclosed under Appendix-A for ready reference by prospective bidders.</p> <p>Bidders to check the provisions of the above Notifications and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p>Note: The services required by this Tender will not be split.</p>		
<p>6.18</p>	<p>Customs Duty: In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022 and 40/2022 dated 13.07.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022.</p> <p>Bidders shall take note of the prevailing customs notifications including the latest amendments vide gazette Notification No. 02/2022-Customs dated 01.02.2022 and 40/2022 dated 13.07.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty</p>	<p>Yes No</p>	

	<p>payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase / decrease in Customs Duty, if any shall be reimbursed / recovered by OIL as the case may be on documentary evidence.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-T prudently along with their bid. Undertaking / Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-T submitted by the bidder.</p>		
<p>6.19</p>	<p>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020</p>	<p>Yes No</p>	

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	issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following		
6.19.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].	Yes No	
6.19.2	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.	Yes No	
6.19.3	"Bidder from a country which shares a land border with India" for the purpose of this Order means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	Yes No	
6.19.4	The beneficial owner for the purpose of para 6.19.3 above will be as under:	Yes No	
6.19.4.1	In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:	Yes No	

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	Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;		
6.19.4.2	In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;	Yes No	
6.19.4.3	In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;	Yes No	
6.19.4.4	Where no natural person is identified under (6.19.4.1) or (6.19.4.2) or (6.19.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;	Yes No	
6.19.4.5	In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.	Yes No	
6.19.4.6	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.	Yes No	
6.19.4.7	The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per EXHIBIT-I this respect to be submitted by the bidder.	Yes No	
6.19.4.8	Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was	Yes No	

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	validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.		
6.19.4.9	The bidders to provide an undertaking as per Annexure-IV along with their bid complying with Clause No. 6.19.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.	Yes No	

End of PROFORMA-VII

Amendment in Special Conditions of Contract (SCC) and Scope of Work

Annexure-BB

Sl. No.	Clause No.	Existing SECTION – IV SPECIAL CONDITIONS OF CONTRACT (SCC)	Amended SECTION – IV SPECIAL CONDITIONS OF CONTRACT (SCC)
1	BROAD SCOPE OF WORK – (C)	SPECIFICATION OF NATURAL GAS	SPECIFICATION OF NATURAL GAS attached in annexure-CC.
2	BROAD SCOPE OF WORK – (E)	Bidder to ensure that output of specified natural gas has to be delivered at 28 ksc.	Bidder to ensure that output of specified natural gas (i.e. sweet natural gas) has to be delivered at 28 ksc.
3	BROAD SCOPE OF WORK - E	Bidder to integrate programming into the existing SCADA system control room. All the automation facility and controlling has to be done by bidder through existing control room. (Bidder to check for the feasibility of using the existing control room.)	Bidder to integrate programming and graphics of the gas sweetening plant into the existing SCADA system (MAKE – YOKOGAWA). All the automation facility and controlling for the gas sweetening unit has to be done by bidder through existing control room. (Bidder to check for the feasibility of using the existing control room.)
4	BROAD SCOPE OF WORK - E	OIL will provide raw water if necessary. Air and startup nitrogen will be provided by OIL.	OIL will provide raw water if necessary. Air and startup nitrogen will be provided by OIL at NG sweetening plant battery limit.
5		Newly added clause: Penalty:	Penalty: 1. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work due non-adherence to PPE shall be binding to the Contractor. 2. In case Contractor is found non-compliant of HSE laws as required and all the above

Amendment in Special Conditions of Contract (SCC) and Scope of Work

Annexure-BB

			<p>mentioned general HSE points, company will have the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work due to non-adherence to HSE shall be binding to the Contractor.</p> <ol style="list-style-type: none">3. Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the contract.4. In case of non-deployment/absence of Site Engineer during the course of execution of the contract, recovery at the rate of INR 1500/- per day will be made from the Contractor's running account bill.5. Irresponsible behaviour of contractor and any shortage of Manpower would result in penalty of INR 1500/- per day which would be deducted from monthly bill/final bill.6. Approval of design basis: Any delay attributable to the contractor in obtaining approval of the design basis shall result in a penalty of 0.5% (half percent) of the total contract price per week, subject to a maximum of 10% of the total contract price. However, if the contract is completed within the stipulated timeline as per the terms and conditions of the contract, the deducted amount shall be refunded.
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			<p>7. Any delay in completion of the contract will result in the imposing of liquidity damage as per terms and condition of contract.</p>
<p>6</p>		<p>Insurance: Newly added clause:</p>	<p>CONTRACTOR shall at all times during the currency of the contract provide, pay for and maintain the following INSURANCE amongst other (the below list will supersede the clause 14.12 of the GCC of the contract):</p> <p>The CONTRACTOR shall at all times during the currency of the contract provide, pay for and maintain the following insurance amongst others:</p> <p>i) Employees Compensation (EC) Policy or Employer’s Liability Policy insurance as required by the laws of the country of origin of the employee.</p> <p>ii) Commercial General Liability Insurance: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.</p> <p>iii) Comprehensive General Automotive Liability: Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.</p> <p>iv) Carrier’s Legal Liability Insurance: Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the</p>

			<p>CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.</p> <p>v) Public Liability Act Policy: Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.</p> <p>vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.</p> <p>Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.</p> <p>vii) Contractor shall require all of his sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage after commencement of agreements with its sub- contractors.</p>
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Amendment in Special Conditions of Contract (SCC) and Scope of Work

Annexure-BB

			<p>viii) On account payment to OIL in case of claim In case any loss or damage happen and where OIL's interest is involved, Contractor shall take up the claims under the insurances maintained by the Contractor in accordance with the Contract requirements and shall pay the amount recovered from the insurers to the extent applicable to Company's claim towards such loss or damage.</p>
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C. SPECIFICATION OF NATURAL GAS

Component	Composition (With Min CO ₂ and N ₂) (mol%)	Composition (With Max CO ₂ and N ₂) (mol%)
Nitrogen	30	32
Carbon Dioxide	22	25
Methane	46.61	41.74
Ethane	0.99	0.91
Propane	0.2	0.17
Iso-Butane	0.03	0.03
N-Butane	0.05	0.04
Iso-Pentane	0.02	0.02
N-Pentane	0.02	0.02
Hexane	0.08	0.07
H ₂ S	0.00	0.00
Total	100.00	100.00

- Moisture content in the feed gas is approx.100 ppm.

Proposed specifications after treatment:

1. Nitrogen content should be less than 6% in the CO₂ stream.
2. CO₂ purity should not be less than 90% in the CO₂ stream.
3. Moisture content should be less than 103 ppm in the permeate stream i.e. methane rich stream and should be less than 400 ppm in the CO₂ stream.

Pre-Bid Query of M/s. Expro

Sr. No.	Section No.	Clause No. (Page No.)	Non-Compliance	Remarks	OIL's reply
	TECHNICAL EVALUATION CRITERIA:				
	1.0	b) page no. 35	<p><i>ii. In addition to Clause No. b.i.4) above, the bidder himself shall have the credential of successful execution of at least one contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD" in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P Companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 2.3(a).</i></p>	<p><i>"We, the undersigned bidder, respectfully request that OIL considers incorporation of amine-based sweetening technology within the current project scope. We believe that this technology is capable of meeting the Key Performance Indicators (KPIs) stipulated in the scope of work. We have vast track record to prove this technology can deliver on the scope. Additionally, we would like to highlight that this technology offers a competitive and economical solution. Therefore, we kindly ask OIL to include amine-based sweetening technology in the scope and ensure its consideration in the Evaluation Criteria (BEC) for technical evaluation. This inclusion will enable us to submit a comprehensive bid for this work."</i></p>	As per NIT

		Legal		
1.	Section No. III	Clause No. 2.3 (Page No. 56)	Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT. <u>In the event the amendment exceeds ten (10)% of the contract amount, the CONTRACTOR shall be entitled to renegotiated the terms of the CONTRACT.</u>	This is to address events where amendments lead to more than 10% of the contract amount which would alter the nature of the contract, Contractor requires the right to renegotiate the contract. As per NIT
2.	Section No. III	Clause No. 3.2 (Page No. 56)	Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the SCOPE OF WORK as furnished by the COMPANY, in this tender document. COMPANY's instruction in this regard shall be final and binding, <u>and within the capability and available resources of the CONTRACTOR.</u>	This is to ensure that any change program and instructions by the Company are within the available resources and capability of the Contractor. Contractor wants to ensure that it is able to carry out any changes to the work. As per NIT
3.	Section No. III	Clause No. 10.6 (Page No. 60)	The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a <u>minimum maximum</u> of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.	Contractor believes that the validity period of the performance security being a maximum of 3 months is more than sufficient to ensure that all works/services are properly carried out and performed in accordance with the contract specification. The Performance Bank Guarantee stated in Clause 22 (iv) of Section IV of the Special Conditions states 3 months. As per NIT
4.	Section No. III	Clase No. 12.3.11 (Page No. 63)	Please insert the below at the end of the paragraph: <u>For clarity of doubt, all information requests shall be subject to record keeping rules and availability of documents at the point of request including the earliest of statute of limitation.</u>	The information made available shall be subject to record keeping requirement and availability of documents at the point of request. As per NIT

5.	Section No. III	Clause No. 12.4.6 (Page No. 64)	Please delete this clause.	This seems to be one-sided. The same was also covered in clause 12.5.2 under Anti-Profitteering.	As per NIT
6.	Section No. III	Clause No. 12.4.7 (Page No. 64)	Please amend as follows: Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply on incidental services, shall be to OIL's account <u>and/or the same shall be admissible and will be paid at actuals based on documentary evidence.</u>	Where applicable OIL shall honour and remit the GST amount per surface of the invoice.	As per NIT
7.	Section No. III	Clause No. 12.4.10 (Page No. 65)	Please insert the below at the end of the paragraph: <u>Notwithstanding the above, any erroneous of information furnished by the Company/OIL resulting in input credit not claimable shall be the responsibility of the Company/OIL.</u>	The company shall ensure accuracy of information furnished for the purpose of GST. The Contractor shall not be held responsible for any shortfall of claimable input tax credit arising from erroneous information furnished by OIL.	As per NIT
8.	Section No. III	New Clause No. 12.4.11 (Page No. 65)	<u>Any change in law resulting in unavoidable increase in cost or taxes (prior or after execution of contract whichever earlier), this will be mutually reviewed, discussed, agreed and revised in good faith.</u>	Change in law resulting in an unavoidable increase in cost or taxes shall be mutually reviewed, discussed, agreed and revised in good faith.	As per NIT
9.	Section No. III	Clause 14.1 (Page No. 65)	CONTRACTOR shall at his <u>its</u> own expense arrange secure and maintain insurance (<u>where applicable to the scope of work</u>) with reputed insurance companies to the satisfaction of the Company as follows:	This is for clarity.	As per NIT
10.	Section No. III	Clause 14.9 (Page No. 67)	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 <u>unless it is due to CONTRACTOR's negligence. CONTRACTOR shall have 30 days to rectify the lapse. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards</u>	Contractor should be given time to rectify any insurance lapse. The imposition of penalty of 1% is onerous on the part of Contractor and that there is no cap to the penalty.	As per NIT

			not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.		
11.	Section No. III	Clause No. 14.10 (Page No. 67)	The Contractor on demand from the Company shall furnish the Insurance Policy Certificate having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.	The Contractor's insurance certificates contain all necessary details required by the Company pertaining to the insurance.	As per NIT
12.	Section No. III	Clause No. 14.12 (Page No. 67)	CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance (where applicable) amongst others:	This is for clarity.	As per NIT
13.	Section No. III	Clause No. 16.0(a)	Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of and/or deferral of production, or loss of profits or anticipated profits, or loss of interest costs, loss of revenue, rig/facility downtime provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.	This is to expand the consequential damages events to afford better protection for both parties.	As per NIT
14.	Section No. III	Clause No. 16.0(b)	Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY	It is standard practice to include defect rectification within the overall limitation of liability. The contractor is already obligated to repair or replace defects under the warranty provisions, meaning the Company is already protected during the warranty period— provided that the warranty is not voided by the Company.	As per NIT

			with respect to Intellectual Property Rights.	<p>Imposing uncapped liability for defects would expose the contractor to unlimited financial risks, which are neither commercially reasonable nor aligned with industry norms.</p> <p>If the Company's intent is to cap the contractor's liability for defect rectification solely at the forfeiture of the performance security as full and final settlement, please confirm. Otherwise, we propose maintaining defect rectification within the limitation of liability to ensure fair risk allocation</p>	
15.	Section No. III	Clause No. 23.1 (Page No. 72)	CONTRACTOR warrants that they shall perform the work in a first-class , workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.	Contractor only performs the work in accordance with the specification and program required by the Company.	As per NIT
16.	Section No. III	Clause No. 23.2 (Page No. 72)	Should COMPANY discover at any time during the tenure of the Contract or till <u>prior to</u> the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the <u>direct additional</u> cost thereof to CONTRACTOR subject to a maximum of the contract <u>value of the</u>		As per NIT

			<p><u>defective work at the time such liability arises payable for the defective work</u> which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited. <u>Any corrective work required to make the services conform to the Warranty that is to be performed after Unit/Equipment/tools are demobilised, all corrective work shall be performed entirely at the COMPANY's expenses.</u></p>		
17.		<p>New Clause No. 23.3 (Page No. 72)</p>	<p><u>The foregoing warranty shall not apply if COMPANY fails to make any payment in respect of the works, services, equipment, units or tools by the due date for such payment, or in the event that the breakdown or failure of the equipment, units or tools is due to:</u></p> <p>a. <u>Normal wear and tear;</u></p> <p>b. <u>Use of equipment, units or tools by any person for an unauthorised or unintended purpose;</u></p> <p>c. <u>Alterations, modifications or repairs to the equipment, units or tools without prior written consent of the CONTRACTOR.</u></p>	<p>Contractor's warranty is only applicable provided that Company pays its invoices on time, and that equipment, units, tools are not used for unauthorized and unintended purpose and no alterations, modifications or repairs were carried out without Contractor's prior written consent</p>	As per NIT
18.	Section No. III	<p>New Clause No. 23.4 (Page No. 72)</p>	<p><u>Notwithstanding the foregoing, in respect of defective services, works and/or equipment, CONTRACTOR shall under no circumstances be liable for:</u></p> <p>a. <u>Costs of dismantling, retrieval or return of defective Goods and/or Equipment; and/or</u></p> <p>b. <u>Any associated costs of transportation; and/or</u></p> <p>c. <u>Any other incidental or associated costs, including, without limitation, the cost of any equipment and services provided by</u></p>	<p>Contractor's warranty does not include the costs listed in this exception.</p>	As per NIT

			<u>COMPANY GROUP or any third party.</u>		
19.	Section No. III	New Clause No. 23.5 (Page No. 72)	<u>CONTRACTOR shall not be liable for modifications or defects arising due to changes in COMPANY's specifications, inlet conditions or operating conditions beyond those agreed at the commencement of the CONTRACT. The scope of CONTRACTOR's warranty shall cover all expenses related to the replacement of any equipment, units, tools found to be defective during the warranty period and all services performed to correct the said defects.</u>	Contractor cannot be held liable for any modifications that were not informed to the Contractor prior to the commencement of the contract.	As per NIT
20.	Section No. III	New Clause No. 23.6 (Page No. 72)	<u>Contractor's warranty provided in this Clause shall constitute COMPANY's sole and exclusive remedy hereunder.</u>	Contractor's warranty is solely cater to defective services where corrective actions are required.	As per NIT
21.	Section No. III	New Clause No. 23.7 (Page No. 72)	<u>The warranties provided by CONTRACTOR in this Clause 23 are granted in lieu of any other warranties of merchantability, satisfactory quality or fitness for a particular purpose and all other warranties, whether express or implied, by law or otherwise, are hereby expressly excluded.</u>	Contractor's warranty are only the ones provided in this clause and excludes all other implied warranties not expressly stated herein.	As per NIT
22.	Section No. III	Clause No. 24.1	CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may subcontract the petty support services subject to COMPANY's prior written approval, <u>which shall not be unreasonably withheld.</u> However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.	Contractor's right to subcontract should not be unreasonably withheld if it is justified by a proper reason.	As per NIT
23.	Section No. III	Clause No. 27.5	INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation.	Contractor's standard term of payment is 30 days from the date of receipt.	As per NIT

			Payment of mobilization charges shall be made within 45 30 days following the date of receipt of undisputed invoices by COMPANY.		
24.	Section No. III	Clause No. 27.11	Payment of Final demobilization charges shall be made if applicable within 45 30 days on receipt of invoice by COMPANY accompanied by the following	Contractor's standard term of payment is 30 days from the date of receipt.	As per NIT
25.	Section No. III	New Clause No. 27.12	<u>Should there be late payment by the COMPANY, COMPANY shall pay interest on the overdue amount at a rate of four percent (4%) per annum above the Bank of England base rate from the original due date of the invoice, accruing daily until payment is made in full. Without full payment of the invoice, CONTRACTOR reserves the right to suspend the performance of the work and/or service or delivery of any goods, equipment, tools and/or units until payment is received in full or terminate the CONTRACT in accordance with Clause 44 of the CONTRACT.</u>	Contractor requires its invoices to be paid on time as payment of invoices are critical to the Contractor. Payment of Contractor's invoice is also a condition of Contractor's provision of warranty under the Contract.	As per NIT
26.	Section No. III	Clause No. 30 b)	If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7 5% of the Contract Price.	A maximum of 7.5% is onerous for the Contractor. Contractor requests a lower threshold.	As per NIT
27.	Section No. III	Clause 31.0	In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake,	This is to expand the event of force majeure to take into account shortages of materials due to reasons not within the Contractor's control.	As per NIT

			hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionizing, radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR; <u>the shortage of or inability to obtain manpower, equipment, materials or transportation due to causes beyond the CONTRACTOR's control.</u>		
28.	Section No. III	Clause No. 38.0	The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR's <u>negligence</u> and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.	Contractor is agreeable to indemnify the company if it is caused by the Contractor's negligence.	As per NIT
29.	Section No. III	Clause No. 44.10	<p>Consequence of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.</p> <p>Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.</p> <p>In the event of termination of contract, COMPANY will issue Notice of termination of the contract with</p>	Upon termination of the contract, apart from payment for the work and/or services performed, Contractor should also be entitled to compensation for any termination fees and associated costs from external vendors or suppliers. All Good sourced by the Contractor for the work and/or services shall remain the property of the Contractor.	As per NIT

			<p>date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel C materials. <u>CONTRACTOR shall be entitled to compensation for any termination fees and associated costs, including but not limited to internal and external engineering, design, project management, and vendor or supplier costs incurred due to termination not due to CONTRACTOR's default.</u></p> <p>Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.</p>		
30.	Section No. III	Clause No. 45	<p>In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any <u>direct</u> excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices <u>subject to Clause 16.0 above.</u></p>	This is for clarity.	As per NIT
31.	Section IV	Clause 22 (iv)	<p>Performance Bank Guarantee: 10.00% of total Contract value C validity 03(Three) months from date of expiry of contract/defect liability period, <u>whichever is later.</u></p>	Contractor requests that the validity of the performance guarantee be for 3 months from the date of expiry of the contract. For it to extend to defect liability period whichever later would be to extend the performance guarantee to more than 3 months which the	As per NIT

				Contractor's bank may not be able to accept.	
32.	Attachment- I	Whole document (Page No.s 119 and 120)	Please delete reference to Ultimate Parent	Contractor requests waiver of the provision of parent company guarantee by its ultimate parent company and instead offer to provide a parent company guarantee by its supporting company. The Supporting Company has adequate financial and technical ability to fulfill the obligations under the contract.	As per NIT
33.	Attachment- III	Paragraph 4 (Page No. s 121 and 122)	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. <u>The Guarantor shall be accorded the same rights and benefits as the Contractor under the Contract.</u>	Given that the Guarantor is to guarantee Contractor's performance of the contract, it is important that the Guarantor be accorded with the same benefits and rights as that of the Contractor under the contract.	As per NIT

Pre-bid Query of M/s. Hal Offshore Limited

Annexure-DD2

Tender No: CJI8540P25		Project : Engaging Engineering Procurement, Construction and Commissioning (EPCI) Contractor on LSTK basis for setting up Gas Sweetening facility of capacity 0.5 MMSCMD for removing the Carbon Dioxide component from the natural gas for gas sequestration at Dandewala Gas Processing Complex for a period of Twenty (20) Months		
Document Title: Pre Bid Queries				Rev : 00
Sr. No.	Clause No.	Existing provision	Clarification Required/ Suggested text for the amendment	OIL's Reply
1	General		Please confirm that Membrane Technology is proprietary to Hal Offshore/our vendor, and as such, we utilize our in-house software, VMG Symmetry simulation, for design purposes.	As per NIT
2	General	Page No 98 of tender documents	Please confirm if a hydrocarbon loss of less than 2.5% of the total content in the supplied volume, achievable with Hal Offshore/our vendor's Membrane design at the specified low-pressure operating conditions, is acceptable.	As per NIT
3	General		HAL's proprietary CYNARA CO2 Removal Membranes are Cellulose Triacetate (CTA) based membranes. CTA is unique for its molecular affinity or attraction between CO2 and CTA. This greatly enhances the CO2 solubility within the membrane. This phenomenon is not exhibited in the polyimides and polyamides. The high CO2 solubility leads to high productivity and excellent CO2 /hydrocarbon selectivity. Hal Offshore/ our vender shall supply CTA based membranes for this project. Client to confirm.	As per NIT
4	General		Is there any fire fighting line required.	As per NIT
5	General		Please Send us Plot Plan(Area for GSU) with approx dimention.	Bidder to provide the plot plan after design.
6	General		Location is out side the Premises.road & Boudary walls are Bidder scope?.	Boundary walls are in OIL scope.
7	General		After GDU how much Due point is presnt.	As per NIT
8	General		Any other utility connection required.	As per NIT
9	General		What is the integration system used in the SCADA system	Please refer Amendment
10	General		Is the laying of cables prior to the substation, as well as obtaining the necessary permissions, within the bidder's scope of work or the oil company's scope?	Laying of cables and all other jobs etc. are in the bidder scope along with the obtaining the necessary permissions as per NIT.
11	General		Is the provision of water and power for construction and labor purposes included within the bidder's scope of work?	It's in bidder scope.
12	General		Could you please provide the approximate piping length and diameter from the feeding end point?	As per NIT.

Pre-Bid Query of M/s. Linde Engineering India Pvt. Ltd

Annexure-DD3

S No.	Page No	Clause No.	Existing provision	Suggested text for the amendment	Rationale for the Clarification or amendment	OIL's Reply
1	34	1.1 a)	If the bidder is an Original Equipment Manufacturer (OEM) of the polyimide membrane-based technology for gas sweetening; then they must satisfy the following criteria for manufacturing and supply experience and furnish the relevant documentary evidence as per below along with the technical bid failing which the bids will be rejected:	If the bidder is an Original Equipment Manufacturer (OEM) or Supplier of the polyimide membrane-based technology for gas sweetening; then they must satisfy the following criteria for manufacturing and or supply experience and furnish the relevant documentary evidence as per below along with the technical bid failing which the bids will be rejected:		Please Refer Amendment
2	34	1.1 a) i	The OEM through their own polyimide membrane-based technology shall have the credential of successful execution of at least one Contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD" in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 2.3(a).	The OEM or supplier through their own polyimide membrane-based technology shall have the credential of successful execution of at least one Contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD. " in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence or email in support of their successful execution of the contract as per clause No. 2.3(a). 1.4.		Please Refer Amendment
3	34	1.1 a) ii	The OEM must have a minimum of 05 (Five) years of experience in manufacturing "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD". Suitable documentary evidence to substantiate for fulfillment of this clause must be submitted along with the technical bid as per clause No. 2.3(b)	The OEM or supplier must have a minimum of 05 (Five) years of experience in manufacturing or supply of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD". Suitable documentary evidence to substantiate for fulfillment of this clause must be submitted along with the technical bid as per clause No. 2.3(b). 1.4		Please Refer Amendment
4	34	1.1 b).i.1	The bidder shall submit an undertaking from the OEM (in original on OEM's letter head) guaranteeing supply of items to the bidder in the event of a contract on the bidder.	The bidder shall submit an undertaking on supplier Letter head or from the OEM (in original on OEM's letter head) guaranteeing Polyimide Membrane supply to the bidder in the event of a contract on the bidder.		As per NIT
5	34	1.1 b).i.2	The OEM shall guarantee the 'lifetime supply' (i.e., 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) of spares for all the equipment to be supplied under the contract, if awarded to them by OIL.	The OEM or supplier shall guarantee the 'lifetime supply' (i.e., 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) of spares for all the equipment to be supplied under the contract, if awarded to them by OIL.		As per NIT
6	34	1.1 b).i.3	The bidder shall submit warranty/guarantee backup from the OEM in OEM's official letter head against the quality of the tendered item(s).	The bidder shall submit warranty/guarantee backup from the OEM in OEM's official letter head against the quality of the tendered item(s) of membrane unit or supplier on its letterhead shall submit warranty/guarantee against the quality of the tendered item(s) of membrane unit	Please explain warranty/guarantee backup	As per NIT
7	34	1.1 b).i.4	The OEM shall meet the experience criteria stipulated in clause No. 1.1(a)(i) and 1.1(a)(ii) above. Documentary evidence related to this must be submitted along with the technical bid as per clause No. 2.3(a) and 2.3(b).	The OEM or supplier shall meet the experience criteria stipulated in clause No. 1.1(a)(i) and 1.1(a)(ii) above. Documentary evidence related to this must be submitted along with the technical bid as per clause No. 2.3(a) and 2.3(b). 1.4		Please Refer Amendment
8	34	1.1 b). ii	In addition to Clause No. b.i.4) above, the bidder himself shall have the credential of successful execution of at least one contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD" in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P Companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 2.3(a).	In addition to Clause No. b.i.4) above, the bidder himself shall have the credential of successful execution of at least one contract of "Natural Gas Sweetening Plant facility with polyimide membrane technology of minimum capacity 0.3 MMSCMD. " in previous Ten (10) years reckoned from the original bid closing date of the tender to any E&P Companies or Service Providers to an E&P company. The bidder shall have to submit documentary evidence in support of their successful execution of the contract as per clause No. 2.3(a). 1.4		Please Refer Amendment
9	38	1.4 a) ii	Company Profile and details of the Company to whom Contract has been executed to establish that service have been provided to E&P Companies or Service Providers to an E&P company.	Company Profile and details of the Company to whom Contract has been executed to establish that service have been provided to E&P Companies or Service Providers to an E&P company.	Due to confidentiality agreement signed with Client	Please Refer Amendment
10	38	1.4 a) iii	Relevant pages from Contract / Work Order/PO for broad scope of work.	Relevant pages from Contract / Work Order/PO for broad scope of work. Supply of Membrane		As per NIT
11	38	1.4 a) iv	Job Completion Certificate/Work Completion/Experience Certificate issued by Client or any other document from the end user showing: 01. Nature of job done and Work order No./Contract No/PO No. 02. Date of completion 03. Gross value of jobs Done 04. Clearly indicating the Supplied Membrane technology 05. Proof of operation of Plant: Bidder has to provide document to establish that plant was in operation for at least one year from the date of successful installation & commissioning.	Job Completion Certificate/Work Completion/Experience Certificate or email issued by Client or any other document from the end user showing: 01. Nature of job done and Work order No./Contract No/PO No. 02. Date of completion 03. Gross value of jobs Done 04. Clearly indicating the Supplied Membrane technology 05. Proof of operation of Plant: Bidder has to provide document to establish that plant was in operation for at least one year from the date of successful installation & commissioning.		Please Refer Amendment

12	38	1.4 b)	The following documentary evidence to substantiate the Manufacturing experience records must be submitted along with the technical bid, failing which the Bid shall be treated as incomplete and rejected: i. Company profile, brochures, or internal manufacturing records confirming at least 5 years of experience in manufacturing similar facilities. ii. Relevant Licenses or Certifications: Any certifications relevant to the manufacturing or supply of gas sweetening plants, especially for polyimide membrane technology. iii. Copy of Purchase Order/Contract with detailed specification iv. Copy of Tax Invoice/Commercial Invoice / Challans/ Consignee delivery receipts/Bill of Lading	The following documentary evidence to substantiate the Manufacturing or supply experience records must be submitted along with the technical bid, failing which the Bid shall be treated as incomplete and rejected: i. Company profile, brochures, or internal manufacturing or supply records confirming at least 5 years of experience in manufacturing similar facilities or supplies. ii. Relevant Licenses or Certifications or Documentary evidence: Any certifications or document relevant to the manufacturing or supply of gas sweetening plants, especially for polyimide membrane technology. iii. Copy of Purchase Order/Contract with detailed specification iv. Copy of Tax Invoice/Commercial Invoice / Challans/ Consignee delivery receipts/Bill of Lading		Please Refer Amendment No.
13	74	26.2	CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.	COMPANY agrees that CONTRACTOR is allowed to use information as reference.		As per NIT
14	121		Attachment-II	AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY shall be provided with bidder standard on bidders letter head		As per NIT
15	123		Attachment III	PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE shall be provided on Bidders Letter head with Bidders standard		As per NIT
16	-	-	Please confirm the minimum CO2 purity requirement and allowable impurities at in CO2 stream (Sequestration)			Please Refer Amendment
1	2	1 (vii)	In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A bidder granting the request will neither be required nor permitted to modify their bid.	In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A bidder granting the request will neither be required nor permitted to modify their bid unless there is no change in scope		As per NIT
2	2	1 (viii)	Bid Security/EMD Amount : 3,78,72,000	Bid Security/EMD Amount : 2,000,000 Request a waiver of the EMD amount or alternatively, we suggest keeping the amount within the range of 15 to 20 lacs in line with similar public sector tenders.		As per NIT
3		1 (viii)	Verification of Documents : Bidder must comply to clause No. 33.0 (VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES) and its sub clauses under Instruction to Bidders failing which their offer shall be summarily rejected	Verification of Documents : VERIFICATION AND CERTIFICATION OF DOCUMENTS BY HIGHEST SIGNATORY AUTHORITY OF BIDDER		As per NIT
4	13	9.2 (c)	Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG): Bidders can submit the e-BG from any of the following banks:	Please add Citi Bank and Standard Chartered bank to the list		Please refer https://nesl.co.in/ for the list of the banks
5	16	9.8 (b)	If the bidder modifies/revises their bid suo-moto within its original / extended validity.	If the bidder modifies/revises their bid suo-moto within its original / extended validity unless there is no change in scope		As per NIT
6	29	33	VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENTTHIRD- PARTY INSPECTION AGENCIES:	VERIFICATION AND CERTIFICATION OF DOCUMENTS BY HIGHEST SIGNATORY AUTHORITY OF BIDDER		As per NIT
1		C SPECIFICATION OF NATURAL GAS	Moisture content - Saturated	Bidder request moisture content in feed gas to be specified in Mol% or PPM.		Please Refer Amendment
2		E BROAD SCOPE OF WORK	Bidder has to consider DISCOM supply of minimum 33 KV at boundary limit. Design and construction of dedicated substation for the plant inside the plant battery limit, depending on operating voltage levels of the equipment/machineries will be in bidder's scope along with complete electrification. Necessary clearances, as applicable, from Govt /Statutory Authorities considering border area will be in bidder's scope. Considering the plant's remote location and the frequent, prolonged outages experienced in the area, especially during stormy weather, the bidder must design and install a reliable backup power source to support critical LT loads in accordance with process requirement. All relevant statutory guidelines, including OISD Standards, OMR 2017, and CEA Regulations 2023, must be strictly adhered to when selecting and designing electrical equipment for hazardous areas and all necessary certificates in this regard has to be obtained by bidder.	Bidder has to consider DISCOM supply of minimum 33 KV at boundary limit. Design and construction of dedicated substation for the plant inside the plant battery limit, depending on operating voltage levels of the equipment/machineries will be in bidder's scope along with complete electrification. Necessary clearances, as applicable, from Govt /Statutory Authorities considering border area will be in bidder's scope. Considering the plant's remote location and the frequent, prolonged outages experienced in the area, especially during stormy weather, the bidder must design and install a reliable backup power source to support critical LT loads in accordance with process requirement. All relevant statutory guidelines, including OISD Standards, OMR 2017, and CEA Regulations 2023, must be strictly adhered to when selecting and designing electrical equipment for hazardous areas and all necessary certificates in this regard has to be obtained by bidder.	Bidder request that all statutory and authority approval at project to be taken by OIL. Bidder shall provide necessary input engineering documents design related to the NG sweetening Membrane Unit for such approvals. All feed and utilities including power, water, air, nitrogen, etc required for construction, pre-comm, comm, start-up and test run to be provided by OIL. Bidder request OIL to elaborate the requirement of reliable backup power source to support critical LT loads in accordance with process requirement. CO2 compressor of approx 2 MW itself is critical and major power requirement for NG sweetening membrane unit and this would mean that complete plant would require a standby power, which is not standard requirement.	As per NIT
3		E BROAD SCOPE OF WORK	Bidder to consider the power requirements for Gas Sweetening Unit as well as CO2 compressor and other auxiliaries which will be utilised for carbon sequestration project. Necessary data for the CO2 compressor and other auxiliaries will be shared to bidder by OIL.	Bidder to consider the power requirements for Gas Sweetening Unit as well as CO2 compressor and other auxiliaries which will be utilised for carbon sequestration project. Necessary data for the CO2 compressor and other auxiliaries will be shared to bidder by OIL.	Bidder request OIL to provide any auxiliary data for power required, including emergency power for Substation design at the bidding stage in attached format. The same is required for estimation and verification for bidding.	As per NIT. Necessary data will be shared during the execution of the study.

4		E BROAD SCOPE OF WORK	Bidder to carry out all civil jobs required for installation and commissioning of the facility.		Bidder shall carry out all civil jobs required for installation and commissioning of the NG Sweetening Membrane facility excluding access road, Fire-Fighting, Fire & Gas Alarm System, Rainwater harvesting, paving, drainage, lighting, PA & TA System, CCTV, utility stations, maintenance equipment, etc by OIL.	As per NIT
5		E BROAD SCOPE OF WORK	Bidder to integrate programming into the existing SCADA system control room. All the automation facility and controlling has to be done by bidder through existing control room. (Bidder to check for the feasibility of using the existing control room.)		Bidder shall integrate programming into the existing SCADA system control room. All the automation facility and controlling for NG sweetening membrane unit through existing control room. Bidder shall check for the feasibility of using the existing control room and provide inputs for modification, addition as required.	Please Refer Amendment
6		E BROAD SCOPE OF WORK	OIL will provide raw water if necessary. Air and startup nitrogen will be provided by OIL.		OIL will provide raw water if necessary. Air and startup nitrogen and any other utilities like power, etc will be provided by OIL at NG sweetening plant battery limit.	Please Refer Amendment
7		E BROAD SCOPE OF WORK	For the initial six (06) months, bidder to provide the supervision for the Operation and Maintenance services including training for the OIL's executive and employee to be arranged by bidder at site.		Bidder shall provide supervision rates at site on per diem basis.	As per NIT
8		E BROAD SCOPE OF WORK	All civil jobs, fabrication jobs for installation and commissioning is under the scope of bidder		Same as point no. 4 above.	As per NIT
9		-	Not available	Please confirm the minimum CO2 purity requirement and allowable impurities in CO2 stream which is going to be used for sequestration.		Please Refer Amendment
10		C	Specification of Natural Gas (Current Spec with approx. mol%)	New Spec with min and max mol% of each component to be provided. Confirm max. CO2 Content.		Please Refer Amendment

Pre-Bid Query of M/s. Linde Engineering India Pvt. Ltd

Annexure-DD3

Pre-Bid Query of M/s. Linde Engineering India Pvt. Ltd				COMMERCIAL QUERIES		
S No.	Page No	Clause No.	Existing provision	Clarification Required	Suggested text for the amendment	OIL's Reply
1	52	1.1		Please clarify what is BEC/BRC?		Bid Evaluation Criteria - Bid Rejection Criteria
			The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL.			
2	61	11.1		To be discussed further.		As per NIT
3	65	14	Insurance	To be discussed further.		Please refer Amendment
4	68	15.1	Liability		Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTOR	As per NIT
5	69	15.2	Liability		The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.	As per NIT
6	69	15.3 and 15.4	Liability		The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this contract.	As per NIT
7	70	16	Limitation of Liability		<p>a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, Neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any indirect, consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.</p> <p>b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 20% 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.</p> <p>c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.</p>	As per NIT
8	70	18	Consequential Damage		Except as otherwise expressly provided, Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, or any other financial or economic loss howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) or in tort or otherwise of either party, its employees, agents or subCONTRACTORS.	As per NIT
9	71	19	Risk Purchase		To be deleted.	As per NIT
10	72	22	Royalty Patents		<p>Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.</p> <p><u>In the event that the Scope of Supply or any part thereof when properly used in the Plant in accordance with the technical documentation is subject to patent rights of a third party and this could reasonably have been known by CONTRACTOR at the date of signing the Contract, CONTRACTOR shall, to the exclusion of any further claims, at its option either make available to Buyer the rights in question, or modify the scope of supply at its own cost so as to make it not infringing, or defend Buyer from such suit or action against Buyer for infringement of third party patents, always provided, however that</u></p> <p>•COMPANY shall have given CONTRACTOR prompt and timely notice of any such suit or action;</p> <p>•COMPANY shall not settle or compromise any such suit or action without Seller's prior written consent.</p> <p>•the alleged infringement does not relate and is not based on any modifications or expansions of the Plant made by the COMPANY.</p>	As per NIT

				<p>workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.</p> <p><u>CONTRACTOR warrants that the equipment shall be free from defects including latent defects in design, material or workmanship for a period of 12 months from Mechanical Completion or ... months from Effective Date, whichever first expires (the "Warranty Period").</u></p> <p>Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty, such corrective Work shall be performed entirely at CONTRACTOR'S own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly in case CONTRACTOR fails to perform remedial work; or pay promptly in respect thereof, the performance security shall be forfeited.</p> <p><u>If, during the Warranty Period, any part of the Equipment proves defective, CONTRACTOR shall at its option either repair or replace such defective part at its cost and expense on contractual, delivery basis.</u></p> <p><u>The Warranty shall be subject to the following conditions:</u></p> <ul style="list-style-type: none"> •<u>COMPANY shall notify CONTRACTOR in writing of such defect within fourteen (14) days after the same are, or reasonably should have been discovered;</u> •<u>The Equipment has been properly stored, installed, operated and maintained in accordance with sound engineering procedures and with the drawings and instructions provided to COMPANY by Seller;</u> •<u>The Equipment has not been misused, damaged in operation, operated outside contractual specifications, or negligently handled by COMPANY;</u> •<u>The Equipment has not been altered or repaired without CONTRACTOR'S prior written consent;</u> •<u>COMPANY shall in due time provide CONTRACTOR with reasonable access to the location of the defective part for the purpose of making any repairs or replacements;</u> •<u>CONTRACTOR'S obligations under the 1 Warranty shall not apply to defects or damages caused by normal wear and tear, erosion or corrosion, or to any materials which are normally consumed in operation or which have a normal life shorter than the Warranty Period;</u> •<u>In the event that, subsequent to COMPANY'S claim hereunder, it is determined that the part is not defective, then COMPANY shall reimburse CONTRACTOR all costs and expenses incurred by CONTRACTOR as a result of such claim.</u> 	
11	72	23	Warranty & Remedy of Defects		As per NIT
12	73	24.1	Sub-Contract/Assignment	<p>CONTRACTOR Either party shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY'S prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.</p> <p><u>Following New Clause to be added:</u></p> <p><u>In the event that COMPANY fails or delays in carrying out the inspection on the agreed date, any subsequent delay in the dispatch of materials, along with any resulting consequences, shall be the responsibility of COMPANY.</u></p>	As per NIT
13	73	25	Records, Reports and Inspection	<p>to be added below this clause:</p> <p><u>All process and engineering designs, drawings, computer programs and specifications and other technical and commercial information and data furnished under the Contract including the Technical Documentation as well as the maintenance and operating instructions and other technical and commercial information and data furnished under the Contract or under the Proposal to COMPANY by CONTRACTOR (the "Information") shall be and remain the intellectual property of CONTRACTOR or its sub-suppliers or licensors, as the case may be.</u></p> <p><u>Under the Contract, COMPANY shall have the right to copy and use the information for realization, operation and maintenance of the Plant. COMPANY shall not have the right to use the information for duplication or expansion of the Plant without prior written consent of the CONTRACTOR.</u></p> <p><u>COMPANY shall treat any Information as confidential and hold the same in strict confidence. COMPANY shall not make available, except on a need-to-know basis to its employees who are properly bound to confidentiality and restricted use, the information to any third party without the prior written consent of CONTRACTOR.</u></p> <p><u>The foregoing provisions of confidentiality shall not apply to information and data which COMPANY can show were already in COMPANY'S possession prior to disclosure thereof by CONTRACTOR, or are or thereafter become, through no act or failure to act on COMPANY'S part, part of the public domain by publication or otherwise, or are subsequently disclosed to COMPANY by third parties having the right to disclose the same without any restriction of use or obligation of confidentiality, but even then COMPANY shall not disclose that such information and data were acquired also from CONTRACTOR.</u></p>	As per NIT
13	73	26	Confidentiality, Use of Contract Documents and Information	<p><u>The provisions of Articles shall survive termination of the Contract.</u></p>	As per NIT
14	73		Intellectual Property Rights	<p><u>Following New Clause to be added:</u></p> <p>Linde Comment – The following clause 14.3 to GPC to be added (to protect the IPR of the Linde).</p> <p><u>Intellectual Property means trademarks, service marks, trade names, trade dress, logos, domain names, copyrights, rights of authorship, inventions, mask work rights, moral rights, patents, rights of inventorship, design rights, all applications, registrations and renewals in connection with any of the above, including database rights, proprietary processes, know-how, techniques, trade secrets, business methods, rights of publicity, privacy and/or defamation and all other intellectual and industrial property anywhere in the world, whether registered or unregistered; And Intellectual Property Rights means any and all rights recognised by or subject to protection under law with respect to any Intellectual Property, including under any applicable statute or under unfair competition and unfair trade practice laws.</u></p> <p><u>CONTRACTOR shall be the sole owner of Intellectual Property Rights and any inventions solely developed by the CONTRACTOR. In the event the any invention either made jointly or based also on COMPANY'S know-how, Vendor shall retain the right of use, without any cost or licenses fee or compensations of whatsoever, for all purposes including but not limited commercial utilisation, sale of plant to third party using the said invention, sub-licensing etc.</u></p> <p><u>COMPANY shall only use CONTRACTOR'S Intellectual Property (IP) for the specific purpose i.e. (i) for the engineering, procurement, construction, installation, maintenance, operation of the Plant, and (ii) to enable others sub-contractors/third party (excluding CONTRACTOR'S competitors) to provide any services, equipment or goods in relation to any part of the Plant.</u></p> <p><u>COMPANY shall have no right to use the Intellectual Property (i) for duplication or expansion of the plant without CONTRACTORS' prior written consent; or (ii) after termination of the contract, except in cases where the termination results from CONTRACTOR'S material default.</u></p> <p><u>COMPANY agrees that it shall not create and/or develop any inventions, ideas, trade secret, know-how, derivative works, enhancements or improvements, based on or derived from access to or use of CONTRACTOR'S information including Confidential Information, whether or not patentable, copyrightable or otherwise protectable as Intellectual Property Rights.</u></p>	As per NIT
15	74	27	REMUNERATION AND TERMS OF PAYMENT:	<p>27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY'S right to question the validity of the payment at a later date as envisaged in clause no- 27.4 above.</p> <p>In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.</p> <p>CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR'S invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.</p> <p><u>In the event of delay of payment beyond Due Date, the CONTRACTOR shall be entitled to interest @12% pa, however, if the said delay extends beyond 90 days from the Due Date, CONTRACTOR, in addition to interest, shall also have right to slow down the progress and/or suspend the project activities or terminate the Contract.</u></p>	As per NIT

16	76	30	Timely Mobilisation and Liquidated Damages	<p>Time is of major importance the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall to the exclusion of any further claims have, the below remedy, without prejudice to any other right or remedy in law or contract including sub-clause (b) below, the right to terminate the contract.</p> <p>If the contractor due to reasons solely attributable to the CONTRACTOR is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 5% 7-5% of the Contract Price.</p> <p>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.</p> <p>LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.</p>	As per NIT
19	78	31	Force Majeure	<p>In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean but not limited to Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, cyber-attacks, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionizing, radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic, pandemic or disaster; acts and regulations of respective Govt. of the two parties, trade sanctions, namely the COMPANY and the CONTRACTOR and civil commotions, transport accidents, lockout not attributable to the CONTRACTOR.</p> <p>Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days. provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operations is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract].</p> <p>Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract].</p>	As per NIT
20	80	34	Applicable Laws	<p>The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Mumbai Rajasthan (or the Place where the contract is executed) and Principal Bench of Mumbai Jodhpur High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).</p>	As per NIT
21	83	37	General Health, Safety & Environment (HSE) Guidelines	<p>LEI will provide its HSE requirements.</p>	As per NIT
22	86	42	Arbitration	<p>Clause 4 to be replaced as under:</p> <p>The number of arbitrators shall be 3 Arbitrators, One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.</p> <p>Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.</p> <p>The Place/Seat of Arbitration shall be Mumbai Gwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties</p>	As per NIT
23	92	42.5	Arbitration	<p>To be deleted.</p>	As per NIT
24	91	43	Completion of Contract	<p>Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.</p> <p>The Scope of supply including performance guarantees shall be accepted or, failing an express Acceptance, be deemed accepted by COMPANY, if and when (whichever first occurs)</p> <p>a) the performance guarantees have been met in a Performance Test, or</p> <p>b) for reasons not due to CONTRACTOR's fault, a Performance Test has not, or not successfully, been carried out within months after the Effective Date, or within two (2) weeks after the CONTRACTOR has notified Buyer that the Plant is ready for the Performance Test, or</p> <p>c) CONTRACTOR has paid, or agreed to pay, to COMPANY liquidated damages as set forth in</p> <p>Within one week after Acceptance as aforesaid, an Acceptance certificate shall be signed to that effect by the parties.</p>	As per NIT
25	91	44.5	Termination	<p>If the COMPANY considers that, if there is a material breach in the performance of the CONTRACT, CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the breach, cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR or any longer time period as agreed between the Parties, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Sanning Policy of OIL.</p>	As per NIT
26	92	44.6	Termination due to change of ownership and Assignment:	<p>In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.</p> <p>If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.</p>	As per NIT
27	93	44.8	Termination for Delay in mobilization	<p>CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.</p> <p>Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY for compliance on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR, cost for demobilisation, idle time, preservation, storage, subcontractor cancellation fees plus reasonable overhead and profit along with except for payment of services as per the Contract upto the date of</p>	As per NIT
28	93	44.1	Consequence of Termination	<p>In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.</p> <p>Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession. In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.</p> <p>Demobilisation charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.</p>	As per NIT

29	New Clause		LD for Performance		<u>Performance Parameters and its related LD to be discussed and updated.</u>	As per NIT.
30	New Clause		Distribution of Risk in case of Loss/Damage		Company to bear the risk of any loss of, and damage to, the plant and the scope of supply due to - Terrorist acts - war or civil war - nuclear incidents - earthquakes, floods and storms.	
31	New Clause		Payment Terms		To be discussed.	As per NIT
32	New Clause		COMPANY Provided Supplies and Services T		The COMPANY shall be responsible that COMPANY Provided Supplies and Services are carried out in accordance with and comply with the state of the art, all applicable rules and regulations regarding safety, protection of the environment, and prevention of accidents. The COMPANY shall be liable for any breach of the foregoing provision and shall indemnify and hold the CONTRACTOR harmless from any resulting cost, damages, including damages to the Plant, and claims, also from any third parties. The CONTRACTOR shall not be under an obligation to inspect or examine any COMPANY Provided Supplies and Services in respect of their compliance with the state of the art or any of the aforesaid rules and regulations, or to verify whether the same are suitable to be built into or used with the Plant, except to the extent such services have expressly been described as part of the Scope of Supply in the Technical Part, or have been ordered separately as a Change Order or under a service agreement. Any such service of CONTRACTOR shall not prejudice Buyer's responsibility as hereinabove provided.	As per NIT
33	New Clause		Risk of Loss / Insurance		Take-over of Care, Custody and Control shall pass when the Plant achieves Mechanical Completion. To confirm the Take-over of Care, Custody and Control a Mechanical Completion Certificate and a Plant Hand-over Certificate shall be signed by the Parties as soon as Mechanical Completion is achieved. Take-over of Care, Custody and Control does not mean Acceptance pursuant to this Contract. During the performance of the Contract, insurance shall be provided as follows: CONTRACTOR shall take out from a reputable insurance at its own expense an adequate Erection All Risk (EAR) insurance which shall be maintained valid by Seller until On-Stream of the Plant. After On-Stream, Buyer shall be liable for adequate insurance coverage. CONTRACTOR will provide at its own expense third party liability insurance covering damages caused by Seller to Buyer and third parties outside the Scope of Supply. CONTRACTOR'S liability shall be limited to the extent of its third party liability insurance up to the following amounts: •Bodily injury:EUR500,000.-- (maximum applicable to each personEUR250,000.--) •Damage to tangible assets:EUR1,500,000.-- <u>Seller's liability to tangible assets (Buyers property outside the Plant) shall be limited to the amount as stated above.</u>	As per NIT
34	New Clause		Change in Scope of Supply		The COMPANY shall have the right to request the CONTRACTOR from time to time during the performance of the Contract to make any modification, addition or deletion to or in the Scope of Supply (hereinafter called "Change") provided that such Change falls within the general Scope of Supply, is technically practicable and safe and does not constitute new or unrelated work, or to carry out repair or replacement of any part of the Scope of Supply damaged or destroyed by Force Majeure. The CONTRACTOR may during its performance of the Contract propose to the COMPANY any Change which the CONTRACTOR considers necessary or desirable to improve the quality or efficiency of the Scope of Supply, or to carry out repair or replacement of any part of the Scope of Supply damaged or destroyed by Force Majeure. If either party proposes a Change pursuant to the above, the Seller shall prepare and furnish to the COMPANY as soon as reasonably practicable a written statement (CONTRACTOR'S "Change Order Request") setting out in reasonable detail any such Change, the reasons therefor if proposed by the CONTRACTOR, the work and/or materials required or no longer required, an estimate of the increase or decrease of the Contract Price, any requisite adjustment to the project schedule including the time of delivery, and any other proposed modifications to the Contract. If COMPANY and CONTRACTOR reach agreement on all matters identified in the Change Order Request, a written change order shall be issued by COMPANY to be confirmed in writing by CONTRACTOR or a written amendment to the Contract shall be signed by COMPANY and CONTRACTOR (the "Change Order") containing full particulars of all such matters as aforesaid, and which shall then take effect and become part of the Contract. CONTRACTOR shall not be obliged to carry out any Change before the respective Change Order has taken effect. In case of (i)Changes in Law (ii)Deviations of the Scope of Supply and/or time delay caused byCOMPANY, CONTRACTOR shall be entitled to a Change Order.	As per NIT
35	New Clause		Sanction Clause		1.1 In case (i) the performance of any of Contractor's obligations under this Contract becomes directly or indirectly affected as a result of a trade restriction, or (ii) of Contractor1 or its affiliates2 being subject to a significant risk of restrictions on business operations, penalties or other sanctions, in each instance resulting from trade restrictions3, and/or (iii) of a breach by Company of the provision under Clause 1.2 (iv) below, Contractor may suspend or terminate the performance of its obligations under this Contract and Contractor shall not be in breach of this Contract for failure to perform or fulfill its obligations under this Contract4. 1.2 Company confirms (i) that it is not restricted according to trade restrictions, and (ii) it shall notify Contractor if it becomes restricted, and (iii) that it will not disclose Confidential Information or provide supplies5 to a party so restricted, and (iv) that the [Scope of Supply delivered under the Contract] will not be re-exported to or for the use nor be used in the Russian Federation, Belarus, Crimea or Sevastopol, Luhansk, Donetsk or any other region as mentioned in Regulations (EU) 692/2014, 2022/263, 765/2006 as amended. 1.3 In the event of suspension or termination, Company shall (i) reimburse to Contractor any and all cost in connection with the suspension or termination, such as, without limitation, work already performed, storage, de- and remobilisation, suspension or cancellation cost for subcontracts, increase of procurement costs, etc. and (ii) agree to a reasonable change order including extension of time. Furthermore, the Contractor shall be entitled to overhead and reasonable profit on such cost. 2.Contractual requirement relating to sanctions •Each contract for sale shall include agreement/definition that the respective goods are used only in the defined plant and for the defined purpose6. •To the extent the scope of deliveries by Linde under the contract includes goods or services subject to prior authorization of the competent export control authorities, the contract shall come into force in this respect only upon granting of such authorization7.	As per NIT
36		43	3.8	The successful Bidder is required to open a 'separate account' with any scheduled/nationalized bank in Jodhpur Rajasthan wherein all receipts and payments in respect of the Contract are to be routed through this account only	As per Reserve Bank of India (RBI) circular RBI/2020-21/20 on current account. No bank shall open current accounts for customers who have availed credit facilities in the form of cash credit (CC)/ overdraft (OD) from the banking system and all transactions shall be routed through the CC/OD account. In case bidder has no OD/CC limits with banks having branches in Jodhpur, how will bidder comply with the said ITB clause.	As per NIT
37		1	1	engaging Engineering Procurement, Construction and Commissioning (EPC) Contractor on LSTK basis for setting up Gas Sweetening facility of capacity 0.5 MMSCMD for removing the Carbon Dioxide component from the natural gas for gas sequestration at Dandewala Gas Processing Complex	The bidder understand that it is a lumpsum contract on LSTK basis. Hence, under the GST law it will be classified as "Works contract services" having SAC code 995468. The GST rate will be 18%	As the proposed work is for Oil & Gas, 12% GST will be applicable. Please refer Custom Duty Annexure-EE in amendment

38	63	12.3.11	In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.		After the digitilisation of the customs processes, hard copy of bill of entry is no longer provided by customs department. Customs department now only sends a digitally signed bill of entry in the PDF format. Hope such digitally signed copy will meet the ITB requirement.	Agreed
39	63	12.4	Goods and Services Tax:		Bidder understands that OIL India is not entitled to claimed GST credit for the said project. If, GST credit is not available to OIL India due to provisions of GST law or any other law in present / future, bidder is not responsible for it.	Not required as it is implied. If any subsequent amendment in GST Law entitles OIL to claim input credit , OIL will avail.

End of M/s. Linde Engineering Limited Query

Pre-Bid Query of M/s. Rochem Separation Systems Private Limited

Sl. No.	Query Description	OIL's Response
1	<p>We are in the process of preparing tender documents including EMD for Rs 37872000.00.</p> <p>We have to bring to your kind attention the latest GFR No .1/1/2022-PPD dated 2 Feb 2022 (Copy Enclosed)</p> <p>We seek your confirmation for submission of Insurance Surety Bond for above tender.</p> <p>Appreciate your valued confirmation and also extend the bid submission date accordingly by a week post your confirmation.</p>	Please refer Amendment
2	Advise final Pressure required for separated gas for your further process. Since we have noted two different values.	Please refer Amendment
3	We understand that pressure for CO2 is required only min 0.5 KSC??	Yes
4	Also please confirm the NO2 which is almost 30% shall not be separated additionally and not to be considered in our scope.	Yes
5	On page 98 the necessary data for CO2 compressor and other auxiliaries is also required to be shared by Oil India Limited	Please refer Amendment
6	Please advise any approved makes for motors and compressors within India if possible.	As per NIT
7	We also request for site visit in coming week as per your valued convenience.	Bidder may plan the visit with 2 days advance intimation.

CUSTOMS DUTY:

1. The Services under the Contract shall primarily be carried out in PML, OALP areas in Rajasthan renewed/ issued to the Company after 01.04.1996 by Govt. of India and therefore customs duty is not applicable on the items imported for the execution of the proposed contract.
2. The Company/Operator will issue Essentiality Certificate for import of Goods in terms of Custom Notification No. 50/2017-Customs dated 30th June-2017, further amended vide customs Notification No. 02/2022-Customs dated 1st February, 2022, S. No. 404 of Table, List 33 and Condition No. 48 and notification no. 08/2022 dated 13.07.2022 on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL atleast three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.
3. Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification no. 08/2022 dated 13.07.2022.
4. Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.
5. Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in Table 33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will

CUSTOMS DUTY:

issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit thereof must be passed on to OIL.

6. The bidder while quoting would also need to consider the duty drawback available to them upon re-export of the equipment (if any) and the input tax credit available to them on the IGST paid by them.
7. Bidders should submit alongwith their Price Bids (not with Technical Bid covering the items required to be imported by them for execution of the contract against which Customs Duty benefit is available as per Notification No. 02/2022-Customs dated 01.02.2022.
8. The required certificate/undertaking for availing concessional duty will be issued by OIL on the contractor's request only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.
9. The contractor shall be responsible to carry out all the formalities. In case of any misdeclarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.
10. Contractor shall be responsible to import the equipment/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
11. The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.

Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable. All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

CUSTOMS DUTY:

12. The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of the Contractor's equipment, spare parts, consumables, tools etc. in connection with the execution of the work. Any demurrage in this process will be at the Contractor's cost.
13. The Contractor shall arrange the clearance of all equipment, spare parts, consumables, tools from customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to site etc.
14. The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
15. The Company/Operator will issue Essentiality Certificate for import of Goods against submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL at least three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.
16. Bidders shall also take note of the prevailing customs notifications including the latest amendment vide Custom Notification No. 30/2024-Customs dated 23rd Jul, 2024 while quoting their prices and submitting list viz. **Proforma-T**.

End of Annexure-EE

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

Sl. No.	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & Other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I= G +H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e., HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To M/s OIL INDIA LIMITED GM (C&P) Contracts & Purchase Department Oil India Ltd., Rajasthan Field Jodhpur-342005 Rajasthan, India	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Jodhpur, Rajasthan, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs.(Rupees only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
 - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and
 - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

Issuing Authority:

.....
(Signature)

.....
(Signature of the Authorised Signatory)

.....
(Name)

.....
(Name)

.....
(Designation & official address)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To M/s OIL INDIA LIMITED, GM (C&P) Contracts & Purchase Department Oil India Ltd., Rajasthan Field Jodhpur-342005 Rajasthan, India	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
 - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and
 - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Witness:

Issuing Authority:

.....
(Signature)

.....
(Signature of the Authorised Signatory)

.....
(Name)

.....
(Name)

.....
(Designation & official address)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.