बिड संख्या/Bid Number: GEM/2026/B/7411930

दिनांक /Dated: 06-04-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-05-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-05-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Oil India Limited
संगठन का नाम/Organisation Name	Oil India Limited
कार्यालय का नाम/Office Name	Oil India Limited
वस्तु श्रेणी /Item Category	Custom Bid for Services - Hiring of Mud Engineering Services to support drilling of one firm offshore well with a provision of drilling one optional well in OILs awarded offshore block using WBM and LTSOBM
समान श्रेणी/Similar Category	• Oil and Gas Drilling Service
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	25776561

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

CGM (C&P)
Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas
(G. C. Sarma)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PROFORMA-B (PRICE BID FORMAT) - 1775131856.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:1775131867.pdf

Instruction To Bidder:1775131882.pdf

Pre Qualification Criteria (PQC) etc if any required:1775131888.pdf

Scope of Work:1775131923.pdf

Payment Terms:1775131930.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1775131938.pdf

GEM Availability Report (GAR):1775131943.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1775131954.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
17-04-2026 11:00:00	OIL’s Project, Office in Kakinada, Andhra Pradesh, India

Custom Bid For Services - Hiring Of Mud Engineering Services To Support Drilling Of One Firm Offshore Well With A Provision Of Drilling One Optional Well In OILs Awarded Offshore Block Using WBM And LTSOBM (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Mud Engineering Services to support drilling of one firm offshore well with a provision of drilling one optional well in OILs awarded offshore block using WBM and LTSOBM
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Tanushree Agrawal	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   The Pre-bid Conference can also be attended through virtual mode, the link for which will be shared nearer the time.

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अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

KG Basin Project
D. No. 11-4-7, 3rd Floor,
Nookalamma Temple Street,
Ramarao Peta, Kakinada
Andhra Pradesh-533004, India
Email: kgbasin@oilindia.in

NOTICE INVITING TENDERS

NATIONAL COMPETITIVE BIDDING

(FORWARDING LETTER)

Subject: Hiring of Mud Engineering Services to support drilling of 01 (one) firm offshore well with a provision of drilling 01 (one) optional well in OIL's awarded offshore block using WBM and LTSOBM.

GeM Availability Report ID: GEM/GARPTS/02042026/NUJAG8B5DH87

Dear Sir/Madam,

1.0 OIL INDIA LIMITED (OIL), a "Maharatna" Category, Government of India Enterprise, is a premier Oil Company engaged in the exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)'s Project office located at Kakinada is presently entrusted to coordinate activities related to the exploration and production of oil and natural gas from the Krishna Godavari on land and offshore, Mahanadi on land, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

2.0 In connection with its operations in Andaman offshore, OIL invites National Competitive Bids (NCB) from competent and experienced contractors through GeM portal for **Hiring of Mud Engineering Services to support drilling of 01 (one) firm offshore well with a provision of drilling 01 (one) optional well in OIL's awarded offshore block using WBM and LTSOBM.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in GeM portal. Interested and eligible contractors are invited to submit their most competitive bids on or before the scheduled bid closing date and time through GeM portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	Type of Bidding	:	**Open Indigenous GeM-Tender, Single-Stage Two-Bid System**
b)	Bid Closing Date & Time	:	As mentioned in GeM NIT / Portal
c)	Bid (Technical) Opening Date & Time	:	As mentioned in GeM NIT / Portal
d)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.
e)	Bid Submission Mode	:	Bids must be uploaded online through GeM Portal

f)	Bid Opening Place	:	Office of the ED (Offshore) - OALP, MBP, KG, DSF, Oil India Ltd., KG Basin Project, D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India
g)	Bid Validity	:	Minimum **120 (One Hundred Twenty) days** from Bid Closing date Note: 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 triggering extension request in GeM Portal. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
h)	Bid Security/EMD Amount	:	**INR 2,57,76,561.00/-** (Regarding exemption from submission of bid security/EMD, bidder to refer Clause **8.0** of Instruction to bidders)
i)	Bid Security/EMD Validity	:	**165 days** from Original Bid Closing Date for the purpose of bid submission. However, the bid security must remain valid for a period of 45 (forty-five) days beyond the bid validity period.
j)	Original Bid Security/ EMD to be submitted		Office of the ED (Offshore) - OALP, MBP, KG, DSF Oil India Ltd., D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India.
k)	Amount of Performance Security	:	**5%** of estimated Contract Value
l)	Validity of Performance Security	:	3 (three) months beyond the validity of the Contract.
m)	Location of job	:	Andaman Offshore Exploration Blocks AN-OSHP-2018/1 & AN-OSHP-2018/2
n)	Pre-Bid Conference Date and Venue	:	**21.04.2026** At 11:00 AM (IST) at OIL's Project Office in Kakinada, Andhra Pradesh, India
o)	Last Date of receipt of Queries for discussion in prebid conference	:	**Up to 2400 Hrs (IST) of 17.04.2026**
p)	Mobilization Time	:	The Services along with the crew are required to be mobilized and deployed so as to commence operations at the designated offered location within **90 days from the date of issuance of the Mobilization Notice** by the Company

q)	Duration of the Contract	:	This Contract shall remain valid for a period of **01 (one) year from the date and time of commencement, extendable by another 06 months at the same rates and terms & conditions or for 01 (one) firm Well in Andaman offshore blocks with a provision to extend the services for additional one well at the same rates and terms & conditions, whichever is earlier**. However, for any ongoing job, the contract duration will automatically get extended till its completion.
r)	Bids to be addressed to	:	**ED (Offshore) - OALP, MBP, KG, DSF** Oil India Ltd., KG Basin Project D. No. 11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada Andhra Pradesh-533004, India

3.0 <u>Pre-Bid Conference</u>:

3.1 A Pre-Bid conference is scheduled on **21.04.2026 at 11.00 AM (IST)** in OIL's KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender. At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the Pre-Bid conference. All costs for attending the Pre-Bid conference shall be to prospective bidders' account. Foreign bidders may also request OIL for an invitation letter, if required, for the purpose of visa for attending the conference. Prospective bidders may also attend the Prebid conference through Video Conference (VC). The link for VC or exact venue for pre-bid conference shall be communicated to the nominated representatives nearer the scheduled date of pre-bid conference.

3.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure in OIL's operational areas. This will help the bidder to understand the total requirement for proper bidding.

3.3 Queries / Clarifications on the Tender:

3.3.1 The prospective Bidders shall submit their queries / clarifications against the tender through e-mail / Fax / Courier addressed to Executive Director, Oil India Limited, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India and such queries must reach OIL's KG Basin Project office at Kakinada latest by **17.04.2026**. OIL shall provide clarifications on the date of Pre-Bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. **Queries / Clarifications against the tender received after 17.04.2026 will not be entertained and replied**. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties through email.

3.3.2 Clarifications / exceptions / deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the Pre-Bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. Company will not accept any exception / deviation

to tender conditions / specifications once the same are frozen after the Pre-Bid conference and the non-compliant Bid (s) shall be rejected outright against this tender.

4.0 Important Notes:

Bidders shall take note of the following important points while participating in tenders floated by OIL:

i) BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited, and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the Contract within the time specified in the Bid Document, the Bid Security shall be forfeited, and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder / contractor in respect of the subject tender / Contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the Contract or after expiry of the Contract, that the bidder had submitted any fake / fraudulent document or furnished false statement, the offer / Contract shall be rejected / cancelled, as the case may be, the Bid Security / Performance Security shall be forfeited and the bidder (if fake document / false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information / documents submitted as per **PROFORMA-K** should be submitted along with the technical bids.

iv) PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy revised dated 17.03.2023 available in OIL's website: www.oil-india.com.

5.0 Restrictions on procurement from a bidder of a country which shares land border with India:

Subject to **Order No. F.7/10/2021-PPD (1) dated 23.02.2023** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

5.1 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)].

5.2 "Bidder" (including the term 'tenderer' 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.

5.3 "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

5.4 The beneficial owner for the purpose of para 6.3 above will be as under:

5.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

5.4.2 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.

5.4.3 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.

5.4.4 Where no natural person is identified under 6.4.1 or 6.4.2 or 6.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5.4.5 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.

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

5.6 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.

5.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during Contract execution.

5.8 Undertaking regarding compliance: The bidders are required to provide undertakings as per **Exhibit-I, Exhibit-II & Exhibit-III** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

6.0 Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024, the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of award of contract or issue of purchase order.

Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly. The ESG Questionnaire, along with an Explanatory Note for guidance, is provided as **Appendix-3** of the tender document.

7.0 OIL now looks forward to active participation of service providers in the IFB.

Thanking You.

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(TANUSHREE AGRAWAL)
SENIOR MANAGER (C&P)
FOR CHIEF GENERAL MANAGER (C&P)
FOR ED (Offshore) - OALP, MBP, KG, DSF

Date: 06.04.2026

INSTRUCTIONS TO BIDDERS (ITB)

Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

It is advisable that the bidder should carry out a reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

1.0 Eligibility of the bidder:

1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), of the Bid document.

2.0 Bid Documents:

2.1 Bids are to be submitted as per GeM Instructions & General Terms Conditions (GTC) and in accordance with the Bid Documents which is comprised of the following:

i. Introduction and Forwarding Letter
ii. Instruction to Bidders (ITB)
iii. General Conditions of Contract
iv. Scope of Work (SOW)
v. Special Conditions of Contract (STC)
vi. Bid Evaluation Criteria – Bid Rejection Criteria (BEC/BRC)/Pre-Qualifying Criteria (PQC)
vii. SOR
viii. PROFORMAS

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 Amendment of bid documents:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).

4.0 Preparation of Bids

4.1 Language of Bids:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

4.2 Bidder's/Agent's Name & address:

Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

4.3 Bid Submission in GeM:

Bids are invited under **Single-Stage Two-Bid System**.

A. Techno-commercial Bid:

The techno-commercial bid to be uploaded by the Bidder in GeM portal shall comprise of the following components:

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with Clause 7.0 below.
c) Bid Security (scanned) in accordance with Clause 8.0 hereunder. Original Bid Security should be sent as per Clause No. 8.0 hereunder.
d) Copy of Bid-Form **without** indicating prices in **Proforma-P**.
e) Statement of Non-compliance as per **Proforma–C**.
f) **Proforma-A**: List of items to be imported **without** the CIF values.
g) Copy of Priced Bid **without indicating prices** (**Proforma-B**).
h) **Integrity Pact** digitally signed by OIL's competent personnel as **Proforma-J** attached with the bid document to be digitally signed by the bidder's Authorized representative.
i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: **Please note that, no price should be mentioned in the techno-commercial bid.**

B. Price Bid:

Bidder shall quote their prices strictly as per Proforma-B. The price bid must comprise of the following:

a) Price-Bid Format as per **Proforma-B**.
b) Bid Form with total price as per **Proforma-P**.
c) **Proforma-A** showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with any other commercial information pertaining to the service offered.

Note: The bidders must enter an all-inclusive price (including GST) against the "**OFFER PRICE – [T] OF PROFORMA-B**" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the SOR. Bidders are required to quote for all the items as per the Price Bid Format. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall have to be furnished by the bidders to the buyer, at the designated place of the GeM Portal.

The breakup of the quoted/offered price, as per the prescribed Price Bid Format **(Price Proforma)** MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

5.0 Bid Form:

The bidder shall complete the Bid Form (as per **Proforma-P**) and upload the same along with their bid as per Clause 4.3 above.

6.0 Bid Price:

Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

All duties (except basic customs duty on **eligible** imported items, as per latest relevant Customs Notifications for whose exemption, necessary Essentiality Certificate shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the GST rate quoted by the bidder in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.0 Documents establishing bidder's eligibility and qualifications:

These are listed in Bid Evaluation Criteria (BEC) of the Bid document.

8.0 Bid Security:

8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to relevant sub-clause in the tender.

8.2 The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-N**) issued from any of the following Banks in favour of M/s Oil India Limited and payable at Kakinada:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

b. In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or

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

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

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker..

8.3 Alternately Bid Security can also be paid through through Insurance Surety Bond (format enclosed as **PROFORMA-T**)/Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

Note: In case of Insurance Surety Bonds, a letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser to the following address:

Executive Director (Offshore) – OALP, MBP, KG, DSF)
Oil India Ltd., KG Basin Project
D. No. 11-4-7, Nookalamma Temple Road,
Ramarao Peta, Kakinada
Andhra Pradesh-533004, India

8.4 If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Kakinada, Andhra Pradesh.

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

8.6 In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of **Executive Director, OIL, Kakinada,** on or before the stipulated bid closing date and time otherwise bid will be rejected.

8.7 The bid security shall be valid for the time as asked for in the Bid Document. The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

8.8 A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

8.9 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

8.10 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code.

8.11 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

8.12 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender.

8.13 Any Bid not secured with bid security shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

8.14 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

8.15 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

8.16 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with is furnished.

8.17 The Bid Security may be forfeited, if:

i) The Bidder withdraws the Bid within its original/extended validity.
ii) The Bidder modifies/revise their Bid Suo-moto.
iii) Bidder does not accept the order/contract.
iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid security shall be forfeited after due process in addition to other action against the Bidder.

8.18 In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List as per Company's Banning Policy (available in OIL website).

8.19 **A Bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.**

8.20 Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 8.16** above. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

8.21 No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming a waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 9.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

9.0 Exemption from Submission of Bid Security

In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for exemption of Bid Security shall furnish Udyam Registration Number along with the Udyam Registration Certificate in the technical bid.

Notes:

i Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.

ii In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

iii **Central as well as State Government Departments and Public Sector Undertakings (PSUs)** are also exempted from submitting bid security.

Note:

a) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

b) Provisions such as seeking support from another company by way of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary company's experience / consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is / are also a MSE's. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium

should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit.

10.0 Period of Validity of Bids:

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

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided as per Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

11.0 Submission of bids:

Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - https://gem.gov.in/

Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under 'For Vendors << GeM Tender' in OIL's Website. The URL for the same is provided below for ready reference:

https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf

12.0 Deadline for submission of bids:

Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid lastminute rush/network problems.

No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

13.0 Late Bids:

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

14.0 Modification and withdrawal of bids:

The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who

has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in forfeiture of bidder's Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List as per Company's Banning Policy.

15.0 Extension of bid submission date:

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

16.0 Evaluation and comparison of bids:

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (BEC), of the Bid Documents.

17.0 Contacting the company:

Except as otherwise for bid opening, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.

An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

18.0 Award of Contract

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

19.0 Company's right to accept or reject any bid

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

20.0 Notification of award

Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder through GeM portal that its Bid has been accepted.

The notification of award will constitute the formation of the Contract.

21.0 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter/Introduction, within **30 (thirty) days** from the date of issue of Letter of Award (LOA)/GeM Contract.

The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-D**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Kakinada, Andhra Pradesh.

b. Alternately, the Performance Security can also be paid through Insurance Surety Bond (format enclosed as **PROFORMA-U**)/ Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer to designated account of OIL.

Note: In case of Insurance Surety Bond, a letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser to the following address:

ED (Offshore) – OALP, MBP, KG, DSF
Oil India Ltd., KG Basin Project
D. No. 11-4-7, Nookalamma Temple Road ,
Ramarao Peta, Kakinada
Andhra Pradesh-533004, India

If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" and payable at Kakinada, Andhra Pradesh.

Performance Security shall not accrue any interest during its period of validity or extended validity.

This Performance Security must be valid for **03 (three) months** after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period. Additionally, in the event of any increase in Contract price on account of any amendment / extension of Contract, the Performance Security amount will have to be enhanced suitably, as notified by the Company.

The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

22.0 Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG)

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by

National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank name	Sl. No.	Bank name
1.	AU Small Finance Bank	18.	Indian Bank
2.	Axis Bank	19.	Indian Overseas Bank
3.	Bank of Baroda	20.	IndusInd Bank
4.	Bank of India	21.	Karnataka Bank
5.	Bank of Maharashtra	22.	Karur Vysya Bank
6.	Canara Bank	23.	Kotak Mahindra Bank
7.	Central Bank of India	24.	Punjab and Sind Bank
8.	City Union Bank	25.	Punjab National Bank
9.	DBS Bank	26.	RBL Bank
10.	DCB Bank	27.	Standard Chartered
11.	Dhanlaxmi Bank	28.	State Bank of India
12.	Federal Bank	29.	South Indian Bank
13.	HDFC Bank	30.	Tamilnad Mercantile Bank Ltd
14.	HSBC Bank	31.	UCO Bank
15.	ICICI Bank	32.	Union Bank of India
16.	IDBI Bank	33.	Yes Bank
17.	IDFC First Bank		

Other banks to be included as and when notified by NeSL from time to time.

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	chunduri.ramkumar@oilindia.in
5	Mobile No.	9444490690
6	Local Address	Oil India Limited, Kakinada, Andhra Pradesh, 533004
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

23.0 Mobilization and advance payment:

23.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

23.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

23.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

24.0 Integrity pact:

24.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PROFORMA-J** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

24.2 In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

24.3 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce
E-mail: ved60prakash@gmail.com

b. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, E-mail: ams057@gmail.com

24.4 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

25.0 Local conditions:

A. It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

B. No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

26.0 Specifications:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works / services to be executed under the Contract.

27.0 GOODS AND SERVICES TAX:

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

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

27.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

27.3 **Where the OIL is entitled to avail the input tax credit of GST:**

OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws &rules should be timely filed by supplier with requisite details.

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

27.4 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules / regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and / or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

27.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

27.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

27.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

27.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

27.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

27.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

27.11 The Supplier of Goods / Services may note the Anti-profiteering Clause and quote their prices accordingly.

27.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

28.0 <u>Purchase Preference Policy - Make in India</u> - 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 16th September 2020 (and 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.

As per the policy in all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. **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.**

29.0 <u>Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform</u>:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL, M/s A TREDS Ltd. (Invoice Mart), M/s Mynd Solutions Private Limited (Mlxchange), M/s C2FO Factoring Solutions Private Limited (C2treds) and M/s KredX Platform Private Limited (DTX). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

(i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

(ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty

or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY**.**

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value*:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the

services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the

performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 <u>PERFORMANCE SECURITY</u>:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of an Insurance Surety Bond/Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

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

India of any Scheduled Bank incorporated in India.

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

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

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

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

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

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

10.10 Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG) is also acceptable:

Beneficiary details for issue of e-BG are:

Sl. No.	**Particulars**	**Details**
1	NAME	OIL INDIA LIMITED
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	chunduri.ramkumar@oilindia.in
5	Mobile No	+91-9444490690
6	Local Address	Kakinada, Andhra Pradesh-533003
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

12.1 **Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 **Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's

written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws &rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 <u>INSURANCE:</u>

14.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the

operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

14.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
f) Waiver of subrogation endorsement has been attached to all policies and

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to

final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy, 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.

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.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants,

agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.

Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORs.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be

caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other

CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/

representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e.

http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

33.7 Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 <u>LABOUR LAWS</u>:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with

applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 <u>STATUTORY REQUIREMENTS</u>:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 <u>GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES</u>:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities

with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

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

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

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following

disclosure to COMPANY:

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.

2. A party wishing to commence arbitration proceeding shall invoke an Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interestand counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)

9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

    a) 20% of the fees if the claimant has not submitted a statement of claim.
    b) 40% of the fees if the pleadings are complete.
    c) 60% of the fees if the hearing has commenced.
    d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

42.4 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

3. Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from, or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.6 Exclusions

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

a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

43.0 <u>COMPLETION OF CONTRACT</u>:

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

44.0 TERMINATION:

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

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

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

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

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

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract

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

46.0 **WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 **ERRING/DEFAULTING AGENCIES:**

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

48.0 **MISCELLANEOUS PROVISIONS:**

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

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

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

COMPANY.

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

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SCOPE OF WORK AND TECHNICAL SPECIFICATION

A.1.0 PROJECT INFORMATION

Oil India Limited (OIL) was awarded offshore exploration Blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 by the Ministry of Petroleum and Natural Gas (MoP&NG), Government of India, on 16.07.2019 under the Open Acreage Licensing Policy (OALP).

As part of the approved exploration programme for the Andaman Offshore area, out of eight (08) exploratory wells envisaged under the Minimum Work Programme (MWP), two (02) offshore exploratory wells have already been drilled using WBM system and the third well (Location: OAEB) is presently nearing completion during FY 2025–26 also with WBM system.

In continuation of the approved exploration activities, two (02) additional offshore exploratory wells in the Andaman Offshore Blocks, comprising one (01) firm well and one (01) optional well are being planned. Each well is planned to be drilled up to a total depth of approximately 4,250 metres with an objective of evaluating hydrocarbon prospects in the Andaman offshore area.

The Water-Based Mud (WBM) system shall be used for drilling the 8½" investigative hole followed by 36", 26", and 17½" hole sections. The scope includes supply of all requisite WBM chemicals (including brine chemicals and additives), mud testing equipment, laboratory reagents, and labware. It also covers onsite drilling fluid testing, continuous monitoring of mud properties by qualified mud engineers, and complete engineering support as per the approved well programme. The WBM system shall be designed to ensure wellbore stability, efficient cuttings transport, and overall operational efficiency in the upper hole sections.

The LTSOBM system shall be deployed for drilling the 12¼" and 8½" hole sections including optional 6" hole section. All requisite base oil and low-toxicity synthetic mud chemicals shall be supplied for preparation of LTSOBM, with an estimated requirement of approximately 8,000 barrels per well. The scope includes supply of all requisite mud chemicals for preparation of LTSOBM, mud testing equipment, laboratory reagents, and labware. It also covers onsite drilling fluid testing, continuous monitoring of mud properties by qualified mud engineers, and complete engineering support as per the approved well programme. The scope also includes disposal of used LTSOBM in compliance with applicable environmental regulations (disposal cost to OIL, as applicable).

The Contractor shall provide LMP supervisor to support operations on 24 hr basis (12 hr shift) for the existing mud plant at OIL's Shore Base in Kakinada for LTSOBM operations, covering all applicable hole sections.

Further, if required, in the event of a stuck pipe situation, the base oil may be utilized as a spotting fluid on any of the rigs (jack-up or semi-submersible) operating in OIL's Andaman offshore blocks.

1.1 Area of offshore drilling: Andaman and Nicobar Islands (Exploratory)

1.2 Number of wells: 01 Firm well + 01 Optional well

1.3 Scope of Work:

(a) Provision of Mud Engineering Services for drilling of the 8½" investigative hole, 36", 26", and 17½" hole sections using seawater / Hi-Vis sweep / Water-Based Mud (WBM), and the 12¼", 8½", and optional 6" hole sections

using Low Toxic Synthetic Oil-Based Mud (LTSOBM) system, including supply of all required drilling fluid chemicals and additives along with base oil for mud preparation, conditioning, treatment, and maintenance during drilling operations.

(b) LMP supervisor to support operations on 24 hr basis (12 hr shift) of existing Mud Plant facilities at Kakinada with a minimum handling/storage capacity of approximately 8,000 barrels, for uninterrupted mud plant operations for entire duration of contract.

1.4 Duration of Services: This Contract shall remain valid for a period of **01 (one) year** from the date and time of commencement, **extendable by another 06 months** at the same rates and terms & conditions **or for 01 (one) firm Well** in Andaman offshore blocks with a provision to extend the services **for additional one well at the same rates and terms & conditions, whichever is earlier**. However, for any ongoing job, the contract duration will automatically get extended till its completion, at same rates, terms & conditions.

A.2.0 SERVICES:

The Scope of Work is defined and described by, but not necessarily limited to any or all the following: -

A.2.0.1 Fluid Engineering Services

A.2.0.2 Fluid Management Services

A.2.0.3 Mud Chemicals Supply

A.2.0.4 Mud Plant Services

Each of these services is defined in detail in this section.

A.2.0.1 <u>Fluid Engineering Services:</u>

The Company (OIL) plans to use seawater / Hi-Vis sweep / Water-Based Mud (WBM) for drilling the 8½" investigative hole, 36", 26", and 17½" hole sections, and Low Toxic Synthetic Oil-Based Mud (LTSOBM) for drilling the 12¼", 8½", and optional 6" hole sections in wells located in OIL's Andaman offshore blocks.

A.2.0.1.1 (i) The investigative hole section shall be drilled using an 8½" bit up to the planned depth of the 26" hole interval, with the objective of determining the presence or absence of shallow gas. The drilling fluid system shall comprise seawater with high-viscosity sweeps. The high-viscosity sweeps shall be formulated using Guar Gum / HEC in seawater or pre-hydrated bentonite (PHB), as required. A dedicated pit containing 10.0 lb/gal kill mud shall be maintained and kept readily available to enable well control operations in the event shallow gas is encountered. Upon completion of drilling of the investigative hole, the wellbore shall be displaced to 10.0 lb/gal (or more) high-viscosity mud prepared with PHB gel prior to pulling out of hole.

(ii) <u>36" Hole / 30" Conductor</u>: This hole section may be either jetted down with a 26" bit or drilled with a 26" bit / 36" Hole opener. In either case the drilling fluid will be seawater and high viscosity sweeps. The sweeps may be composed of Guar Gum/HEC in seawater or of pre-hydrated bentonite (PHB). When the hole is drilled or jetted to the casing point, the hole will be swept with a high vis pill, and the hole will be filled with 10.0 lb/gal (or more) high vis pre-hydrated bentonite (PHB).

(iii) 26" OH / 20" Casing: The drilling fluid will be seawater and high viscosity sweeps composed of either Guar Gum/ HEC in seawater or PHB (pre-hydrated bentonite) gel. After reaching the casing point, the hole will be swept with a high vis pill, and the hole will be filled with 10.5 lb/gal (or more) high vis PHB mud.

(iv) 17-1/2" OH / 13-3/8" Casing: The mud system will be Potassium Sulphate-Polymer-Polyamine mud system. The proposed Potassium Sulphate-Polymer-Polyamine drilling fluid should be designed for good hole cleaning and reasonable fluid loss control and should be able to drill a reasonably gauged hole at an optimum rate of penetration. The mud weight ranges from 10.0 to 11.5 lb/gal, which would be increased as dictated by formation pressures & hole stability.

A.2.0.1.2 The remaining 12¼", 8½" and optional 6" hole sections will be drilled by the Low Toxic Synthetic Oil based mud (LTSOBM). The LTSOBM should be low toxic having composite toxicity of 96 hr LC-50 values at greater than 30,000 mg/l as per mysid toxicity or toxicity test conducted on locally available sensitive sea species at MOEF (Ministry of Environment and Forests) approved national laboratories such as NEERI, NIO or equivalent.

Base Oil requirements:
The base oil should be MOEF / NEERI approved for toxicity.

The base oil should meet PARCOM / OSPAR criteria as synthetic base oil.

The Contractor has to provide a certificate from the manufacturer stating that it meets the PARCOM / OSPAR criteria and equivalent to synthetic base oil prior to supply to shore base.

The proposed Low Toxic Synthetic Oil-based mud system should pass Government of India regulations including the Indian CPCB (Central Pollution Control Board) and MOEF guidelines for toxicity levels and other limits and the **bidder has to confirm the same along with the bid**.

The proposed Low Toxic Synthetic base oil should provide trouble free drilling hole, allow quality and extensive formation evaluation with minimum formation damage.

The Contractor has to submit the bioassay report from the NEERI of India for certification of low toxicity of the base oil and the LTSOBM formulation. The bioassay report should not be older than one year from date of tender.

Specification of base oil proposed by the Contractor has to be included in their bid.

A.2.0.1.3 Provision for WBM & LTSOBM testing equipment to be made on the rig including a full set of testing materials, laboratory equipment, chemicals and reagents capable of performing a full mud check at rig site.

A.2.0.1.4 The Contractor shall carry out mud engineering planning, designing and operations required to drill the 8 ½" Investigative hole, 36", 26" & 17 ½" hole sections using sea water/WBM (as applicable) and 12¼", 8½" and optional 6" sections hole using Low Toxic Synthetic Oil Base Mud System (LTSOBM) of the wells indicated, by using the rig equipment in accordance with the detailed drilling operations planned by the Company.

A.2.0.1.5 The Company reserves its right to modify its drilling programme any time.

A.2.0.2 Fluid Management Services

Fluid Management Services encompass all of the functions and requirements contained in the prior section on Fluid Engineering Services plus:

A.2.0.2.1 Inventory control both at the rig site and at the shore base. Contractor shall ensure that sufficient quantity of materials and chemicals are available to allow for a smooth, uninterrupted operation. Contractor shall also provide actual delivery verification.

A.2.0.2.2 During the execution of the Contract, the Contractor shall submit test reports of all chemicals to the Company after conducting appropriate quality assurance tests from a reputed third-party laboratory to assure that chemicals delivered meet or exceed standards indicated by the Contractor. The Company reserves the right to check the quality of chemicals in either ONGC laboratory (IDT, Dehradun) or in any reputed third-party laboratory to cross-check the quality of chemicals/mud system. In case the samples drawn from their warehouse fail to meet stipulated parameters, Contractor has to replace the same at their own costs within 15 days of intimation of same.

A.2.0.2.3 Contractor shall provide test reports of LTSOBM to the Company prior to dispatch to rig site and after using LTSOBM on the rig but prior to dispatch back to shore base.

A.2.0.3 Mud Chemical Supply

A.2.0.3.1 Contractor shall supply base oil, all mud materials and chemicals for WBM & LTSOBM and maintain adequate stock of all chemicals including base oil. All the mud additives and chemicals should be of low toxicity, and the levels shall be lower than specified by CPCB. The toxicity level shall be based on UK OCNS or PARCOM standards of low toxic chemicals or its lab test results should certify this.

A.2.0.3.2 Barite of API specifications (min 4.15 S.G. or above) shall be supplied by the Contractor to OIL's shore-based facility at Kakinada as per operational requirement in 1MT/1.5MT Jumbo bags which shall be loaded into silos and transported to rigs by OIL's third-party supply vessels. The Contractor shall maintain storage facility at Kakinada and shall deliver barites to OIL's shore-based facility at Kakinada as per operational requirement. Similarly, Bentonite of API specifications shall be supplied by the Contractor to OIL's shore-based facility at Kakinada as per operational requirement in 1MT/1.5MT Jumbo bags, which shall be loaded into silos and transported to rigs by OIL's third-party supply vessels.

A.2.0.3.3 During execution of Contract, all mud chemicals shall accompany quality assurance certificate, after testing for quality, as per standard industry practice and as per laid down procedures. Packing of chemicals for shipment shall be **seaworthy** to withstand rough handling and transportation inside the hatch of vessel. Quality packaging of chemicals should be according to the relevant API and OCMA specifications.

A.2.0.3.4 Contractor shall deliver the mud material and chemicals in original packing bearing the chemical name, manufacturers name, date/month of manufacture, with test reports, chemical product data (including brand name), detailed specifications and material safety data sheet at a time to be notified by the Company.

A.2.0.3.5 Chemicals susceptible to moisture must be packed in moisture-proof multi-walled paper bags or HDPE bags with polyethylene lining. All hazardous materials shall be packed in leak-proof containers labelled clearly on all four sides with the chemical name and quantity.

A.2.0.3.6 Contractor shall replace the chemicals received in degenerated condition or with torn packing, or those that fail the inspection / test on arrival at destination at their own costs within 15 days of intimation of same.

A.2.0.3.7 Contractor shall perform any other related services normally within the Contractor's capabilities.

A.2.0.3.8 Contractor shall charge only for the chemicals consumed/utilized on rig or shore base. Returned materials from the rig to the shore base shall be Contractor's inventory only.

A.2.0.3.9 The bidder has to submit detailed specifications along with the Material Specification Data Sheet (MSDS) of all the offered chemicals along with their bid. The specifications of each chemical should reflect the relevant parameters of that additive and indicate its performance required in the test report.

A.2.0.3.10

1. Company (OIL) shall link the base oil price to the gas oil index on the given date, to the average gas oil index published by Platts, Singapore (Mean of Platts, Singapore, and Gas Oil index 50ppm Sulphur –MOPS GO 50 ppm). Base oil price shall be calculated as sum of fixed component and variable component. Fixed component includes charges on account of transportation, insurance, port clearance & handling charges & other charges up to destination (Kakinada).
2. Quoted make of base oil shall not be allowed to be changed during the contract period. Base oil shall contain fixed component and the variable component linked to Gas-Oil-Index. Fixed component quoted by contractor shall remain in force till completion of contract period. Variable component shall be linked to the monthly average of Gas-Oil-Index based on MOPS GO 50 PPM SULPHUR.
3. Base oil price for Evaluation Purpose: Bidder has to quote the base oil price which is comprised of fixed component and variable component which will be equivalent to monthly average of Gas Oil Index (MOPS GO 50 PPM) of the previous month of NIT date; e.g. if the tender is published in the month of March'2026, average MOPS GO 50 ppm for the month of February'2026 will be taken for evaluation purpose.
4. Payment of variable component of Base Oil shall be made as per the monthly average of Gas Oil Index for the month previous to the month in which the Base Oil was purchased. Date of Bill of Lading / Loading shall be considered as purchase. Contractor shall submit back-up documentation toward prevailing Gas Oil Index and date of purchase. Invoice shall be based on actual consumption.
5. The kinematic viscosity of base oil is required to be a maximum 1.8 mm2/sec and shall be suitable for both shallow water and deepwater applications.

A.2.0.3.11 Contractor shall mobilize its materials as per call out basis to the Supply Base/Mud Plant at Kakinada.

A.2.0.3.12 LEFTOVER LTSOBM, CHEMICALS AND ADDITIVES:

After expiry of contract, company shall not buy any leftover / unused drilling fluid chemicals / additives brought by contractor for this contract.

It would be responsibility of the Contractor to re-export or dispose-off, LTSOBM, the leftover chemicals and additives as per existing regulations, as deemed fit, within **60 days** after the completion / expiry of contract under intimation to company.

A.2.0.4 Mud Plant Services at base:

LMP supervisor to support operations on 24 hr basis (12 hr shift) of existing Mud Plant facilities at Kakinada having a capacity of ~8000 bbls. Contractor shall be responsible for disposal of waste generated at the mud plant at Govt. approved disposal sites and shall be responsible for disposal of waste generated during preparation and maintenance of LTSOBM at the mud plant and transportation of LTSOBM / Base oil as per existing environmental regulations.

A.3.0 <u>Approvals</u>

Contractor shall submit the following to the Company for approval prior to the commencement Date:

- Bulk handling guidelines.
- Emergency procedures for gas, H_2S, fire and other emergencies.
- Contractor's safety manual and procedures.
- Contractor shall submit the CV / Resume of the Minimum eight mud engineers to the Company for approval and during the period of contract, the Contractor shall supply the Mud engineers only from the approved list of mud engineers to the well site.

WBM and LTSOBM Mud prepared with the samples must be tested for its parameters by the Contractor either at ONGC laboratory (IDT, Dehradun) or at any other reputed third-party laboratory at their own expenses. Proposed Base Oil, mud chemical samples, formulation procedure and the above lab. test Reports are to be submitted along with the bid as per the parameters mentioned in the tender.

During the execution of the Contract, Contractor shall not deviate on the designated test parameters as mentioned in the tender. If deviation becomes necessary, then the Contractor shall submit adequate and detailed reasons for such deviation and the implications due to such deviation. Such deviations shall be implemented only after obtaining written approval of the Company.

A.3.1 <u>Technical Proposal for drilling fluids</u>

The following general information is provided to assist the Contractor:

- The shale, clay / clay stone formations are generally reactive and require high level of inhibition.

A.3.2 <u>Mud Design</u>

Contractor shall submit detailed mud engineering proposals for each well at least 14 days prior to the commencement of the well.

The proposal shall include but not be limited to the following:

1. Mud System along with Mud parameters and proposed composition.
2. Mud weights suggested for the planned section.
3. Concentration of $CaCl_2$ in water phase of LTSOBM based on the test results of clay / clay stone samples.
4. Total volume usage for the specified section.
5. Complete planned cost estimates of building and maintaining the mud system phase wise as well as unit cost for each chemical used.
6. Procedures for curing losses and stuck pipe problems.
7. Contractor shall provide technical backup and support during operations.
8. Contractor is required to supply details of their QA / QC procedures pertaining to the supply of chemicals.

9. Required mud chemicals including contingency quantity to drill the wells shall always be made available on board.
10. Loss circulation to the extent of up to 25 bbls/hr is expected to be tolerable and a decision shall be taken before displacing the well with water base mud.

A.3.3 Reporting

Contractor shall comply with the following reporting requirements as a minimum. Contractor shall also provide additional reports to the Company's representative / Company's Chemist as may reasonably be requested during the work.

1. Maintenance of an updated inventory of all chemicals onboard.
2. Contractor shall maintain a complete and accurate log of daily operations on the approved formats as per industry practice. Each day the Contractor shall furnish Company representative, on board the rig, with a clean and legible copy of the report including mud check and operation of Centrifuge, Cuttings drier, waste generation and disposal as well as daily consumption of mud material/chemical. Company representative on board the rig shall sign two copies of the report, one for Company and one for Contractor, to signify acceptance on behalf of Company of the base oil, chemicals and additives supplied by Contractor.
3. A detailed well completion report shall be prepared and submitted within 14 days of the completion of operations on each well. The well completion report shall consist of but not be limited to, the following:
    - A detail recap of all the hole sections.
    - An evaluation of the mud properties and their performance.
    - An analysis and recommendation of the optimum parameters required based on experience gained while drilling the well.
    - A detailed list of chemical consumption for each section.
    - A comparison of planned vis-à-vis actual mud properties for each section.
    - A comparison of planned vis-à-vis actual chemical consumption for each section.
    - The consumption report shall include list of damaged chemicals with quantities.
    - Variance analysis vis-a vis comparison of planned v/s actual mud costs for each section & reasons of variance.
    - A detailed study on the problems encountered and methods and strategies followed to mitigate the problem.
    - Services performed.
    - Waste generation and disposal.
    - Bioassay report of the actual fluid used at least once in six months duration.
    - Performance of equipment.
    - Details of Downtime.
    - Detailed recommendations for future wells.
    - A detailed cost break up and material reconciliation for all the services performed
    - In case of any complications such as stuck pipe, lost circulation, unusual caving, the Contractor / onsite Mud engineer shall notify the Company's Chemist I/C at base immediately. A detailed report shall be submitted by the Contractor within 24 hrs of the incident, with full details and the reasons for the same and remedial measures/ recommendations that shall be followed in the present well as well in future wells to ensure safe and complication free drilling.

A.3.4 WBM & LTSOBM Formulation

Contractor is required to maintain following properties for WBM & LTSOBM formulation quoted:

- **Spud mud /High-vis sweep requirement for 36" / 26" hole section:**

Tentative Chemicals required for Spud Mud	
Bentonite	35 ppb (max)
Caustic soda	0.05 ppb
Soda ash	0.05 ppb
HEC-Sweep / Guargum sweep / CMC (HVG) sweep / PHB Sweep	1.5 ppb in total

- **Tentative Mud Parameters for 17½" Hole Section (K2SO4-POLYMER-POLYAMINE MUD SYSTEM)**

Fluid Properties	**Parameters**
Mud Weight(ppg)	10.0-11.5
API F/Loss (ml)	8 - 12 (MAX)
PV (cps)	20 (MAX)
YP (lbs/1002ft)	20-40
Gel 0/10 (lbs/1002ft)	8-12/20-30
pH	9.0-9.5

- **LTSOBM up to 11.0 ppg**

Rheological parameters measured at		**120±4°F after hot rolling at 250±4°F**
1.	Drilling Fluid Weight at 75±4^{0}F (BHR)	upto 11.0 ppg
2.	Plastic Viscosity, cp	40 (Maximum)
3.	Yield Point, *lbs/ 100 sq. ft.*	25-35
4.	Gel 0, *lbs/ 100 sq. ft.*	10-20
5.	Gel 30, *lbs/ 100 sq. ft.*	15-30
6.	6 rpm LSRV, Dial reading	8-16
7.	0:W ratio	70:30
8.	WPS ($C1^-$), g/1	170-190
9.	Emulsion Stability at 120±5^{0}F, Volts	550 (Minimum)
10.	HPHT Filtration Loss (30 mins. at 300^{0}F/500 psi as per API, all oil), ml	5.0 (maximum)

- **LTSOBM 11.0 ppg to 14.0 ppg**

Rheological parameters measured at		**120±4°F after hot rolling at 250±4°F**
1.	Drilling Fluid Weight at 75±4^{0}F (BHR)	11.0 – 14.0
2.	Plastic Viscosity, cp	40 (Maximum)
3.	Yield Point, *lbs/ 100 sq. ft.*	25-35
4.	Gel 0, *lbs/ 100 sq. ft.*	10-20
5.	Gel 30, *lbs/ 100 sq. ft.*	15-30
6.	6 rpm LSRV, Dial reading	8-16
7.	0:W ratio	70:30
8.	WPS ($C1^-$), g/1	170-190

9.	Emulsion Stability at 120±5^{0}F, Volts	550 (Minimum)
10.	HPHT Filtration Loss (30 mins. at 300^{0}F/500 psi as per API, all oil), ml	5.0 (maximum)

- **LTSOBM 14.0 ppg to 18.0 ppg**

Rheological parameters measured at		**120±4°F after hot rolling at 250±4°F**
1.	Drilling Fluid Weight at 75±4^{0}F (BHR)	14.0 – 18.0
2.	Plastic Viscosity, cp	45 (Maximum)
3.	Yield Point, *lbs/ 100 sq. ft.*	25-35
4.	Gel 0, *lbs/ 100 sq. ft.*	10-20
5.	Gel 30, *lbs/ 100 sq. ft.*	15-30
6.	6 rpm LSRV, Dial reading	8-16
7.	0:W ratio	70:30
8.	WPS ($C1^-$), g/1	170-190
9.	Emulsion Stability at 120±5^{0}F, Volts	550 (Minimum)
10.	HPHT Filtration Loss (30 mins. at 300^{0}F/500 psi as per API, all oil), ml	5.0 (maximum)

- The Rheology to be measured at 120±4°F after hot rolling at 250±4°F for 18 hours. The composition and test results shall be verified & witnessed by Company representative by a standard method at Contractor's laboratory or any other reputed third-party laboratory at the cost of Contractor (for the experimental costings only).

A.4.0 <u>Technical Support</u>

The following technical support should be supplied as / when required:

A.4.1 This will include but not be limited to:

A.4.1.1 The Contractor to provide technical support for onsite Mud Engineering Services work with a suite of software products/packages for drilling fluid data management, advanced drilling fluid engineering, deviated wells environmental programs and reference data bases containing latest technical literature and product summaries**.** The Hydraulics software will be run for the benefit of Company and results provided to Company during the duration of the Contract.

A.4.1.2 Recommend improvements of the mud system being proposed or used, based on information gained from Company and other parties. This may include suggestions for the use of additional or alternative products (where approved).

A.4.1.3 Contractor shall make available to Company in as much as it is not constrained by agreements of confidentiality, details of any ongoing research and developmental activities that it is undertaking and which may be relevant to the Company's operations.

A.4.2 Software Requirements:

As a minimum, Contractor shall provide all hardware, computers and software to the Fluids Support Coordinator (FSC) and rig mud engineers along with the following:

• Advanced fluid hydraulic software for calculating:
  o ECD during circulation

o Swab/surge while running in hole with drilling assembly and casing/liner
o Running speed for drilling assembly and casing/liner.

• The software shall take into account in the calculations, fluid temperature and pressure in the well. The software must be capable of running simulations using Bingham, Power law and modified power law/yield power law models as a minimum, and the software shall take into account in the calculation's fluid temperature and pressure in the wellbore.

• Daily Reporting Software for generating a Daily Mud Report and associated reports for detailing the Contractor's operational activities at the rig-site. No Excel based DMR will be accepted.

A.5.0 <u>Contractor's Personnel</u>

A.5.1.1 Bidder must submit an undertaking along with their techno-commercial bid confirming that, upon award of contract, they will submit CVs of Eight (08) Mud Engineers as per the Scope of Work (SOW) for company's approval. The Lead Mud Engineer shall have a minimum of five (05) years of experience, and the Second (Night) Mud Engineer shall have a minimum of three (03) years of experience in offshore drilling operations.

Both Lead and Night mud engineers must have successfully completed at least three (03) offshore Deepwater wells using Synthetic Oil-Based Mud (SOBM) system within the last seven (07) years, reckoned from the original bid closing date of the tender. The empanelled mud engineers will be interviewed by the Company, and the Company reserves the right to reject the name / names not up to the mark. Subsequently, if the field performance of the empanelled mud engineer is unsatisfactory, the mud engineer shall be called back.

The personnel must be deployed based on Company's approval.

A.5.1.2 Base Coordinator

The base coordinator should have done planning and supervising Mud Engineering services in at least ten wells in the proposed mud system. The shore base coordinator shall travel to the rig as and when required.

The Base Coordinator shall be responsible for, but not be limited to the following:

- Prepare mud design and prepare detailed mud program.
- Perform mud engineering and mitigation of complications.
- Logistics management of equipment, materials and personnel related to the work, including customs clearance, transport and inspection if required.
- Mud Plant operation at Kakinada.

A.5.1.3 Mud Engineers

The Mud Engineers proposed to be deployed should possess Mud Engineering Experience in handling of SOBM on at least 03 Offshore Deepwater wells in the last seven (07) years reckoned from the original bid closing date of the tender.

The responsibility of the Mud Engineer shall be, but not be limited to the following:

- Prepare mud as per approved mud program.
- Shall provide Company with multi-daily drilling fluid tests according to API Bulletin 13B-1.

- Perform daily mud checks, at least thrice a day and more often as required by operations and report them in a standard format as mutually agreed by the Company and the Contractor.
- Run, maintain and manage the mud system.
- Waste generated shall be tested, prior to disposal, in accordance with approved toxicity levels. Mud engineer shall maintain the record of cuttings / waste generated and discharged into the sea as per CPCB guidelines. Also, Contractor has to estimate the oil on cuttings after shale shaker and centrifuge prior to discharging into sea.
- Maintain a stock of inventory on the drilling unit and ensure that adequate stock is available on the drilling unit to maintain and run the mud system.
- Maintain a complete and accurate log of daily operations on the approved formats as per industry practice. He shall also furnish each day to the Company representative, on board the rig, with a clean and legible copy of the report including mud check and operation of Centrifuge, Cuttings drier, waste generation and disposal as well as daily consumption of mud material/chemical.
- On site engineers shall provide the Company with the daily drilling fluid reports, solid control equipment efficiency report incorporating drilling operations, complete mud parameters, chemicals consumed, volume of mud prepared, consumed, lost in hole, discarded and consumptions of materials and chemicals as per standard industry practice.
- On site engineers of Contractor shall communicate with Company Chemist I/C on daily basis.

A.5.2 Language Requirements:

Contractor shall ensure that all personnel provided have an adequate command of English language – both written and spoken.

A.5.3 Company Requisites

Contractor's personnel should have undergone training for H_2S.

A.5.4 Contractor's Personnel Résumé:

The Contractor shall submit the following details in respect of the on-site Mud Engineer likely to be deployed for the services at least fifteen (15) days prior to mobilisation.

NAME:……
NATIONALITY:……
DATE & PLACE OF BIRTH:……
PASSPORT NO. & VALIDITY:……
(wherever applicable)
POSITION:……
QUALIFICATIONS:……
TRAINING:……
WORK EXPERIENCE:……

Note: Indian laws require all foreign nationals to have a BUSINESS VISA (work permit) to work in the country. Also, there are restrictions on citizens of certain countries being able to work Offshore India. Contractors are advised to seek appropriate governmental approvals prior to selecting their crew / personnel.

A.6.0 Mobilization Period

A.6.1 Initial mobilisation period for material to commence the Mud Engineering Job shall be **90 days** from the date of issue of advice from Company. Mobilisation period for the **subsequent mobilizations shall be within 45 days** from the date of issue of advice from Company.

A.7.0 Schedule of Responsibility for Materials and Services

The responsibility of the CONTRCTOR shall include but not limited to:

1. Transportation of chemicals up to Kakinada Base.
2. Manpower required for assisting in preparation and handling of drilling fluids
   a) Mud Engineers (24 hr basis-12 hr shift)
   b) Supervisor of Mud plant (24 hr basis-12 hr shift)
3. Laboratory equipment required on rig for determination of Mud Parameters.
4. Warehouse facility for chemicals supplies
5. Accommodation of Contractor's personnel at Shore base.
6. Transportation of Base Oil/LTSOBM from Contractor's warehouse/storage facility upto port and vice versa.
7. Disposal of waste generated at LMP/Rig at the Cost of OIL.
8. Compliance to environmental provisions.

A.9.0 Health, Safety & Environment

1. Contractor shall ensure safe conditions and methods of work and maintain the same throughout the period of Contract. Contractor shall carry out all activities in accordance with the highest international standards of the offshore oil and gas industry, ensure safe conditions and methods of work and maintain the same for the entire period of contract.

2. Contractor shall comply with the applicable environmental laws, regulations and practices, and is required to perform work so as to minimize the generation of hazardous waste to the extent technically feasible.

3. In order to determine the validity thereof, Company shall have the right to require all Contractor Personnel travelling to a WORK SITE to produce originals or, at Company's discretion, copies of the following documents as applicable:

- Passport
- Work Permit
- Employer's Liability Insurance Certificate
- Safety Training Certificates including Sea Survival and HEUT Certificates
- Medical Examination Report

Any Contractor Personnel who do not produce the documents listed above when so requested by Company shall not be allowed to travel to or work at the WORK SITE. Any cost arising directly or indirectly from such event will be borne solely by Contractor.

4. Contractors shall provide the Material Safety Data Sheets (MSDS) with respect to all the chemicals proposed to be used in the contract.

5. Contractor shall ensure safe conditions and methods of work and maintain the same throughout the period of Contract.

6. Contractor shall comply with the applicable environmental laws, regulations and practices, and is required to perform work so as to minimize the generation of hazardous waste to the extent technically feasible.

7. The Contractor shall:

(a) Make available for inspection by OIL upon request all registers, records and any other documentation on environmental aspects of the activities being carried out or on the environmental management system implemented by the Contractor.

(b) Responsible for disposing of left over mud/brine etc. at Mainland India (Kakinada/Port Blair) in accordance with all local requirements as per respective State / UT Pollution Control Board and for activities conducted offshore as per MOEF&CC guideline. OIL will support the Contractor by providing vessels as per availability.

8. Contractor is required to maintain a logbook wherein waste generated for the mud systems and subsequent disposal is recorded.

A.10.0 Mud Plant Services

Contractor shall provide services for operation of the Liquid Mud Plant (approx. capacity 8000 bbl) on round-the-clock basis at Kakinada having the following approximate capacity and specifications:

Mud storage, preparation and processing equipment (approximate):

- Base oil storage tanks = 04 nos. tanks of capacity ~2000 bbls.
- LTSOBM mixing tank = 02 nos. tank of capacity ~660 bbls
- Mud storage tanks = 08 nos. tanks of capacity ~4000 bbls.
- Brine mixing tank = 01 nos. tank of capacity ~ 330 bbls
- Two mixing hoppers (one hopper with jet shearing unit) with two centrifugal pumps.
- Mobile Laboratory
- Mud Conditioning Centrifuge (Bowl size 12”-14”) = 01 no.
- Compressor for flushing the line.

Contractor shall provide services for disposal of waste generated at Mud plant during mud preparation and mud processing complying with environmental regulations.

Contractor shall provide Supervisor for mud preparation and maintenance at mud plant on round the clock basis.

A.11.0 COMPLETION FLUID SERVICES INCLUDING CHEMICALS

The Contractor is required to provide completion fluids (Brine) and Brine Chemicals (In case of CaBr2 or Blended CaCl2-CaBr2 brine. Contractor shall supply the brine in IBC) within 45 days’ notice period given by OIL in writing prior to commencement of well testing. The selection of following brines/Brine Chemicals shall be required based upon formation pressure and temperature.

- Sodium Chloride (99% Purity -minimum) for preparing brine up to 10 ppg
- Calcium Chloride Salt (95% Purity-Minimum) for preparing brine upto 11.4 ppg
- Anhydrous Calcium Bromide Salt (99% Min) purity

- Calcium Bromide (14.2ppg) IBC
- Calcium Chloride + Calcium Bromide (15ppg) in IBC

A.12.0 FILTRATION UNIT:

Provision to be kept by the Contractor for supply of Dual pod Brine filtration unit with DE Filter Press Package (Duplex with cartridge and filter bag) on call out basis along with personnel. The specifications of Dual pod Brine filtration unit and DE Filter Press Package (Duplex with cartridge) are as below:

(a) Bag type Filter unit – for upstream coarse filtration.
(b) Cartridge type filter unit for filtration brine up to 5 microns.
(c) Filter Housing- Designed as per ASME Sec VII Division I
(d) Vessel material- Stainless Steel 316 grade
(e) Swing type eye bolts along with davit pipe help easy opening of the filter housing for quick changing of filter cartridge
(f) Filter Media - Polypropylene pleated cartridge
(g) Construction- 304/316 Stainless Steel constructions, 10-18 bbl/min/vessel flow capacity approx., 52 pleated PP cartridges per vessels, 78 Sq. m (840 Sq. ft) filtration area per vessel.
(h) 4" inlet/outlet Series & Parallel piping work suitable for 10 bar operation
(i) Tentative dimension – 2.75m/1.3m/2.35m height (approx.)
(j) DE Filter Press is to be used on the rig. DE filter press units shall be of size 1100 ft2 or greater via a single press and cartridge filter pod system.

A.12.1 Tentative Consumable for filtration unit: (bags & cartridge as given below).

The consumables mentioned below are indicative only. Contractor to maintain enough consumables so that operations are not hampered.

(a) Filter bag type 50 Micron – 100 nos.
(b) Filter Bag type 25 Micron – 100 nos.
(c) Filter Cartridge Type 10 Microns – 100 nos.
(d) Filter Cartridge Type 5 Microns – 100 nos.
(e) Filter Cartridge Type 2 Microns – 100 nos.

A.13.0 SCHEDULE OF RESPONSIBILITY FOR MATERIALS AND SERVICES

SL. NO.	DESCRIPTION	PROVIDED BY		AT COST OF	
		CONTRACTOR	OIL	CONTRACTOR	OIL
1	Transportation of chemicals Up to port Stores	X		X	
2	Transportation of chemicals from port to the rig		X		X
3	Provide access to utilize the rig equipment required for preparation of drilling fluids.		X		X

4	Manpower required for assisting in preparation and handling of drilling fluids				
	a. Mud Engineers	X		X	
	b. Rigmen / Roustabouts etc.		X		X
5	Transportation of Contractor's personnel from Heli base to rig and back		X		X
6	Laboratory equipment Required on rig for Determination of mud Parameters	X		X	
7	Warehouse facility for Contractor's supplies	X		X	
8	Accommodation of Contractor's personnel on Rig		X		X
9	Accommodation of Contractor's personnel on Shore	X		X	
10	Office space for Contractor's Personnel on rig		X		X
11	Transportation of Base Oil up to Kakinada Base	X		X	
12	Loading of Base Oil/SOBM into OSV's from tankers / tanks (ISO/Flexi)	X		X	
13	Loading of Base oil/SOBM into Mud plant from tankers / tanks (ISO/Flexi)	X		X	

APPENDIX-1

Minimum number of Laboratory Equipment / Chemicals / Glassware to be Maintained Per Rig

Equipment	Quantity Required
Pressurized Mud Balance	2
Marsh funnel	4
Mud Cups	4
Rotational Viscometer (6 speed variable)	2
Thermostatted Cup for RV	2
Dial Thermometer 50-500 degrees F.	3
API Filtration Press	2
Filter Paper (for above) – Boxes	3
HTHP Filtration Press c/w paper and accessories	1
Hamilton Beach Mixer	1
Hamilton Beach Mixer Cup	1
Sand Content Kit	2
Retort Kit (50 cm^3) with spare retort chamber	1
Ph Meter	2
Glass Thermometer	1
Electronic Heated Stirring Plate.	1
Centrifuge (electric)	1
Centrifuge tubes – 10 cm^3	1
Digital Balance.	1
Hatch test apparatus for H_2S with accessories	1
Emulsion stability tester	1

Chemicals and Reagents	Quantity
Distilled Water	25 litres
Buffer Solution Ph 4.0	250 cc
Buffer Solution Ph 7.0	250 cc
Buffer Solution Ph 10.0	250 cc
Defoamer	100 cc
Sulphuric Acid 0.02N	3 x 500 cc
Sulphuric Acid 0.1N	500 cc
Sulphuric Acid 5N	500 cc
Hydrochloric Acid 0.1N	250 cc
Phenolphthalein Indicator	100 cc
Thymolphthalein Indictor	100 cc
Methyl orange Indicator	100 cc
Silver Nitrate Solution (dark bottles) 0.282N	3 x 500 cc
Silver Nitrate Solution (dark bottles) 0.0282N	3 x 500 cc
Potassium Chromate Indicator	100 cc
EDTA-Solution 0.02N	2 x 250 cc
Sodium Hydroxide Solution 0.1N	2 x 250 cc
Sodium Hydroxide Solution 1N	3 x 500 cc
Calver II Indicator (calcium)	250 g
Cresol Red Indicator	100 cc
Sodium Perchlorate Solution (150g/100cm3 H2O)	500 cc
Standard Potassium Chloride Solution	100 cc
Stannic Chloride 0.5M	100 cc
Hardness Indicator Solution	100 cc

Hardness Buffer Solution	250 cc
Methylene Blue Indicator	2 x 500 cc
Hydrogen Peroxide 3%	2 x 500 cc
Xylene	5 litres
IPA	5 litres
Bromo Cresol Green	100 ml

Glassware	**Quantity**
Graduated Cylinders (10 ml & 25 ml)	5 each
Graduated Cylinders (50 ml)	2
Graduated Cylinders (250 ml & 500 ml)	1
Volumetric Pipettes (0.5, 1, 2, 5, 10 ml)	5 each
Graduated Pipettes (1, 2, 5, 10 ml)	5 each
Syringes (1, 2, 5, 10)	10 each
Volumetric Flasks (100, 250, 500 ml)	2 each
Beakers / Erlenmyers (250, 400, 500 ml)	2 each
Storage Bottles (white)	2 each
Storage Bottles (Brown)	2 each
Titration Vessel (150 ml)	4
Spray Bottles – for distilled water (500 ml)	3
Dropper Bottles (50 & 100 ml)	4

APPENDIX-2

Tentative Mud vis-à-vis Casing Program

Casing and Hole Size	**Mud program**
30” hole jetting with 26” drill ahead tool	Sea water and hi-vis sweeps
26” hole x 20” casing	Sea water and hi-vis sweeps
17-1/2” hole x casing 13-3/8”	Water based K2SO4-PHPA-Polyamine-Polymer mud
12-1/4” hole x casing 9-5/8”	LTSOBM
8 1/2” hole x 7” liner	LTSOBM

APPENDIX-3

Tentative LTSOBM formulation (to be confirmed by the bidder to maintain the desired parameters as given in the tender specifications)

Description	**Dosage in lb/bbl**
Primary Emulsifier	6 - 10
Fluid Loss Additive	1.5 – 3.0
Viscosifier-I	7.0 - 12.0
Chemical for Alkalinity	10.0 – 12.0
Chemical for Brine phase salinity (25 % by Wt. CaCl2 Brine 96 % purity)	25.72
Weighing Material	As per requirement
Base Oil (ESCAID-110)	0.635 bbl/bbl

****

SPECIAL TERMS & CONDITIONS OF THE CONTRACT (SCC)

Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section-I: "General Conditions of Contract". Whenever there is a conflict / contradiction between clauses, the provisions herein shall prevail over those in the GCC.

1. DEFINITIONS

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

i. "**Services**" means the associated services to be provided by the contractor for supporting and carrying out drilling operations, well testing and well abandonment in accordance with the "Scope of Work" mentioned at Section-II of Part-3 in this bid document but not limited to

a) All equipment, consumables from Contractor required for OIL's operation and

b) All equipment, spares required for servicing / maintenance of Contractor's Equipment, as stipulated in the "Scope of Work" at Section-II of Part-3 in this bid document.

ii. "**Drilling Unit"** means Drilling Rig complete with pumps, power packs, drilling equipment and other accessories.

iii. "**Marine Vessels**" means AHTS / MPSVs / PSV's complete with other accessories and equipment as listed in the bid document required for Drilling / Rig Move operations.

iv. Company means hereafter as "**Oil India Limited**".

v. "**Operating Area**" means those areas in offshore Indian waters in which the company or its affiliated company may from time to time be entitled to conduct drilling operations.

vi. "**Location**" means the surface coordinates as specified in the bid document and other places, on/under/in or through which the services are to be executed by the Contractor provided by the company for working space or any other purpose as designated hereinafter as forming part of the location.

vii. "**Shore Base**" means the logistics support base where the Contractor's, Company's and Company third party personnel and equipment will be shipped, stored, maintained and delivered to support the offshore Drilling Unit as per the Contract. Shore base services will be from Kakinada, Andhra Pradesh.

viii. "**Operation Base**" means the place or places, onshore, designated as such by Company from time to time.

ix. "**Company's items**" – if any means the equipment, materials and services – if any, which are to be provided by company at the expense of company and as listed in the bid document.

x. "**Contractor's items**" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.

xi. "**Contractor's personnel**" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.

xii. "**Contractor's representatives**" mean such persons duly appointed by the contractor thereof at location / Base to act on Contractor's behalf and duly notified in writing to the Company.

xiii. "**Day**" means a calendar day of twenty-four "24 consecutive hours beginning at 00:00 hrs. and ending at 24:00 hrs.

xiv. "**Approval**" as it relates to Company, means written approval.

xv. "**Commencement Date**" means the date on which the contractor commences the Services for the first well under this bid.

xvi. "**Spudding in of the well**" means the initiation of drilling of the well at the location after alignment and after the Drilling Unit preparation is complete in all respects subsequent to clearance from naval, safety, audit and the Company Representative.

xvii. "**Drilling Operation**": Means all operations as generally understood for drilling Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this bid.

xviii. "**Inter-location movement**" means the period once the well operations on the last well is completed and preparation for rig move are commenced, prior to the Drilling Unit being jacked down for tow operations from its current location and shall be deemed to be complete when the Drilling Unit is safely jacked / rigged up at the next location/platform and rig skidded over the well to commence well operations.

xix. "**Facility**" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

xx. "**Certificate of Completion**" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT, MOBILISATION TIME AND DURATION OF CONTRACT:

2.1 EFFECTIVE DATE: The contract shall become effective from the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract. The date of issue of Letter of Award (LOA) by Company to the Contractor shall be the Effective Date of the Contract.

2.2 DATE OF COMMENCEMENT OF THE CONTRACT:

The Contract shall commence when all mud engineering services are mobilized at designated Shore Base as per the mobilization schedule; ready in all respect for deployment in the Offshore Rig as per the Scope of work and duly certified by the Company Representative; herein referred to as "Commencement Date".

2.3 MOBILISATION AND DEMOBILIZATION:

i) Contractor is required to mobilize and deploy the Services along with the crew so as to commence operations at the designated offered location within **90 days from the date of issuance of the Mobilization Notice** by the Company. Bids with offer quoting more than the above period will be out rightly rejected.

ii) If the second optional well commences immediately after completion of the first well, including the Inter-Location Movement (ILM) of the same rig, and mud engineering services are also required for the second well, demobilization charges shall be payable to the contractor only after completion of the second well.

iii) However, if operations for the second optional well resume with a different drilling rig within the same shore base, the contractor shall be issued a notice for interim demobilization from the first well and subsequent interim mobilization to the second optional well as per requirement. **In such cases, no interim-mobilization or demobilization charges shall be payable to the contractor**.

iv) In another case, if the contractor has to mobilize the materials & personnel to the second optional well in a different shore base, the same mobilization & demobilization charges shall be applicable.

v) The succeeding day of the issue of the Mobilization / Interim-mobilization Notice shall be counted as Day 01 for the purposes of the Mobilization / Interim-mobilization period. **Interim-mobilization period should be completed within a period of 45 days** from the date of issue of Interim-mobilization notice by the company.

vi) Supply of all Consumables shall be in staggered manner as per OIL's well requirement.

vii) Company reserves the right to allow operations to start without complete mobilization, provided it is possible to start work with the items mobilized. However, the shortfall items must be mobilized by the Contractor immediately thereafter within 07 days from the initial mobilization completion date. If the Company permits the

Contractor to start Operations without completing mobilization, **only 80% of Mobilization charges will be payable to the Contractor and the remaining 20% of mobilization charges will be paid only after the shortfall items are made available**. The **Liquidated Damages as set out in the Contract shall be applicable up to the date the shortfall items are made available**. However, notwithstanding this provision for partial mobilization, the Contractor must make all effort for mobilization of Contractor's items as per the contractual provisions.

viii) Company shall have the option to ask for **delayed mobilization** of any item/service to be mobilized / remobilized as per Contract. A minimum notice period of 15 days before the schedule date of mobilization shall be applicable at the time of asking for such delay in mobilization. Mobilization can be delayed for a maximum of 45 days (cumulative), limited to twice in the duration of the Contract.

ix) Demobilization will be considered to be complete only when contractor's materials of all the Mud Engineering Services are cleared from the company's hired rig or any other designated place by the contractor. De-mobilization charges shall become payable on clearance of all materials from Company's designated place to Contractor's base only.

2.4 DURATION OF CONTRACT:

This Contract shall remain valid for a period of **01 (one) year** from the date and time of commencement, **extendable by another 06 months** at the same rates and terms & conditions **or** for **01 (one) firm Well** in Andaman offshore blocks **with a provision to extend the services for additional one well** at the same rates and terms & conditions, **whichever is earlier**. However, for any ongoing job, the contract duration will automatically get extended till its completion, at same rates, terms & conditions.

Payments shall be made as per the provisions of conditions specified in the Contract.

Note: The successful Bidder is required to sign a formal detailed contract with Company within a maximum period of **90 days** of date of issue of Letter of Award (LOA) subject to submission of necessary Performance Security (Bank Guarantee) as per the T & C of the tender. Until the formal Contract is signed, LOA shall remain binding amongst the two parties.

3.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

3.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization within the stipulated period for commencement of operations, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total Contract value including the mobilization cost, per week or part thereof of delay subject to maximum of 7.5%.

3.2 Company shall have at any time but after the stipulated period for mobilization, the right to terminate the Contract in the event Contractor fails to deploy the desired services at the designated location within aforesaid period, without prejudice to any other clauses including LD Clause. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and the said amount will be payable on

demand, without there being any proof of the actual loss or damages caused by such delay/breach.

3.3 In case the Contractor fails to mobilize and deploy the services along with crew and/or are not ready to commence operations, Company shall have, without prejudice to any other provision in the contract including sub clause below, the right to invoke the performance security, forfeit the amount of performance security and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION).

3.4 If the Contractor is unable to mobilize / deploy the Services within the mobilization period specified in clauses above, it may request the Company for extension of the time with unconditionally agreeing for levy/payment of Liquidated Damages. Upon receipt of such a request, Company, at its discretion, may extend the period of mobilization and Company as its sole remedy can recover from the Contractor as ascertained and agreed Liquidated Damages as under of the Contract conditions.

4.0 SERVICE BREAK DOWN:

4.1 The Day Rates (DR) quoted under Mud engineering services shall not be paid for such period, that service either

i) is not operating or not available as per its intended operations resulting in loss of rig hours,

Or

ii) is not operating or not available as per its intended operations due to which the operation quality is compromised.

4.2 A deduction of **15% of SUM of DR charges**, **per hour of shut down** shall be made from monthly invoices of the contractor in case of non-availability of the services resulting into shut down of Well operations and/or rig. This deduction shall be in addition to the zero rate for the duration for which the rig is idled.

5.0 SHORT DEPLOYMENT RATES:

In case, crew personnel, as requested by the Company, of any particular service is not available at the rig or base, then no day rate will be payable for that position and additionally, 0.5 times of the corresponding quoted day rate for that position shall be deductible for that period and Contractor shall invoice the Company accordingly.

6.0 CONTRACTOR'S OBLIGATIONS:

6.1 PERSONNEL:

6.1.1 Contractor shall determine remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment, i.e., within the mobilization period. The

Contractor shall not deploy its personnel unless cleared by the Company. The contractor shall not replace the key personnel initially mobilised during the contract period, except in the case of leave, illness, and resignation.

6.1.2 The Contractor shall have a base office at Supply Base camp at Onshore area be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the Contract.

6.1.3 The Contractor shall appoint a Base Co-Coordinator as the Contractor's representative who must be in charge of the project and must be primarily based in Kakinada. The Base Co-ordinator must have the entire power requisite for performance of the work. He must liaise with other third-party service providers and report to the Head of OIL's Chemical team based in Kakinada for the proper co-ordination and timely execution of the job.

6.1.4 The Contractor shall appoint two Mud engineers, One Day (Lead) and the other Night mud engineer who will be based on the Drilling rig. The mud engineers will liaise from Drilling rig with Base Co-Coordinator for entire services. The Mud engineers will report to the Company Chemist, on drilling rig, for operational and logistics matters related to all services for ensuring smooth, uninterrupted, and safe operations.

6.1.5 The Contractor will provide on regular basis, all category of their employee competent, suitably qualified, and adequately experienced personnel for necessary supervision and execution in carrying out the requisite operations correctly and efficiently throughout the Contract period in a professional manner. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company and of the Contractor. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company. Contractor shall provide all manpower for necessary supervision and execution of all Work under this Contract to Company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed should be such that it does not lead to any downtime due to shortage of manpower and at the same time considering the POB management as well.

6.1.6 The detailed biodata of all the personnel likely to be deployed under the service and the number of additional personnel planned to be deployed must be submitted to the Company with necessary documents before engaging them for Company's approval. List of Expatriates and Indian personnel with their biodata and experience in respective areas of work shall be furnished within 30 days of issue of Mobilization Notice or 45 days prior to commencement of contract (whichever later) and got approved by Company before commencement of the work.

6.1.7 **Replacement of Contractor's personnel:** Contractor will remove and replace any Contractor's personnel within 7 days, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable. Replacement of personnel, if any, during the currency of the Contract with equivalent qualification / experience needs Company's prior written approval.

6.1.8 All the personnel must have requisite experience in respective fields and should be fluent in English language.

6.1.9 The Contractor shall be solely responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will include but not be limited to their insurance, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the Contract shall be arranged by Contractor at their cost.

6.1.10 All Contractors' personnel (as applicable) shall be conversant with Oil Field Safety and Fire Fighting Practices and shall comply with Company HSE norms and standards including but not limited "Training Requirement of Personnel" as mentioned under **Clause No. 29.0** below.

6.1.11 Contractor shall provide all personal safety gears for Contractor's personnel for safe working.

6.1.12 Contractors deploying foreign nationals required for execution of all work under the Service are required to have all necessary clearances as per the Govt. of India regulations.

6.1.13 Foreign Nationals deployed under the service should have proper work Visa as per the Govt. of India regulations, FRRO and MOHA clearances as required under law.

6.1.14 Fitness Certificate: All offshore going personnel should have valid Fitness Certificate issued by any Registered Medical Practitioner with minimum qualification of MBBS. The Fitness Certificate should be submitted every two (02) years. Contractor shall ensure to maintain valid certificates for everyone on board and should present the same for verification by Company when demanded anytime during the tenure of the contract. Contractor to submit the Fitness certificates issued post NIT date, at the time of submission of CV for approval by Company during mobilization period. The age of Offshore personnel shall not be more than 60 years in any case.

6.1.15 The quoted day rate of national and expatriate service personnel shall be all-inclusive of their mobilization, local travel, boarding, lodging, and demobilization, including any Interim-mobilization. The Company shall provide transportation from Company designated Heli-base to the Drilling rig, the Company will also provide accommodation and food while the personnel is on the Drilling rig. Any day rates for personnel will be paid only when on the drilling rig. If any person/personnel are mobilized/remobilized to the Company's Shore Base or offloaded from the Drilling rig by the Company due to any other reason or contingencies at the Company's request, the Company shall pay only the quoted day rate which will be inclusive of local travel, boarding, lodging, etc.

6.1.16 **Data Integration**: Contractor must have the facility to transmit their data with Rig's communication system for Real-Time transmission.

6.2 FOOD, ACCOMMODATION, TRANSPORT AND MEDICAL FACILITY AT DRILLING RIG:

6.2.1 Food & services as per industry practice and first-aid medical service for all personnel on board the Drilling Rig will be provided by the **Drilling Contractor.**

6.2.2 Air Logistic transportation of Contractor's and their third-party personnel to the offshore Drilling Rig shall be arranged by the Company. Contractor will have to arrange their own transportation arrangement up to the nearest airport as the case may be (Company designated Heli base based on the well location).

6.3 CONTRACTOR'S ITEMS:

6.3.1 Contractor shall provide contractor's items and personnel to perform the services under the Contract as specified in this document.

6.3.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of Contractor's materials and replenishing them as necessary.

6.3.3 Contractor shall be responsible for the maintenance of all Contractors' items and will provide all spare parts, materials, consumables etc. during the entire contractual period.

6.3.4 The Company shall provide fuel to the Contractor’s Equipment at the Drilling Rig only (if needed).

6.3.5 Contractor will be responsible for lubricants (if any) for operation of Contractors equipment at Contractors cost.

6.3.6 Contractor will be responsible for fuel, lubricant and water consumed at the shore base/liquid mud plant. There will be no escalation in day rates throughout the duration of the Contract including extension, on account of any price increase in fuel/lubricants, other consumables, etc.

6.3.7 Zero-day rate will be applicable for shutdown of operations on account of inadequate supply of Contractor’s items, including but not limited to materials, personnel etc.

7.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

7.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company. However, Company is authorized to designate its representative, who shall at all times have access to the Services, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by the Contractor. The Contractor may treat Company's representative at location as being in charge of all Company's and Company designated personnel at location. The Company's representative may, amongst other duties, observe, test, check, examine records kept at well site by Contractor and control implementation of all the services provided under the Mud Engineering Service works performed by Contractor.

7.2 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract. Such instructions shall, if Contractor requested, be confirmed in writing by Company's representative.

7.3 Contractor shall arrange for transportation of all equipment, materials, consumables etc. from the port of importation/point of origin to the shore base at Kakinada and back at the end of the work at their own expense. Arrangement of Permits and payment of Entry Tax, if any, for bringing Contractor's equipment/materials/consumables to shore base shall be Contractor's responsibility and at their cost.

7.4 All the equipment, materials, consumables etc. supplied by the Contractor to the Company under the contract, shall be stored in Contractor's facilities at Kakinada and shall be delivered at Shore Base at Kakinada as per operational requirement and when instructed by the Company.

7.5 Contractor should provide the list of items to be imported in the format specified in Proforma-A for issuance of Essentiality Certificate to Custom office for clearance of goods from customs at concessional (nil) rate of customs duty. Similarly, Contractor shall furnish list of all remaining and balance items imported under the Essentiality Certificate for re-export at the end of the Contract and prior to de-mobilization.

7.6 In case the Contractor imports the equipment/materials/consumables etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required**. The Contractor should arrange for re-export of equipment / materials / consumables within 60 days of notice of de-mobilization issued by the Company**. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

Note: 'Re-export' used herein or elsewhere in the Contract shall also mean and include Block Transfer or re-export to SEZ as permissible under applicable customs rules / regulations and provided Company is out of charge after Block Transfer or re-export to SEZ.

8.0 CONFIDENTIALITY OF INFORMATION:

All information obtained by contractor in the conduct of operations hereunder, shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of contractor shall be in force even after the termination of the Contract. In this regard, the contractor has to sign a Non-Disclosure Agreement with the company.

9.0 ASSOCIATION OF COMPANY'S PERSONNEL:

9.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in

programme within the scope of work to the extent so authorized and notified by the Company in writing. He/she shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He/she shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

9.2 Company's representatives shall have free access to all the services of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the Contract.

9.3 The monitoring and overseeing of the jobs under the Contract by the Company's personnel / representative shall not absolve or reduce the obligations of the Contractor under the Contract in any manner.

10.0 RIGHTS AND PRIVILEGES OF COMPANY:

10.1 Company shall be entitled to check Contractor's items before the Commencement Date. If they are not found in good order or do not meet specifications as per Section II or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the Contractor has remedied such default.

10.2 To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.

10.3 To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

10.4 To order suspension of operations while and whenever:

a) Contractor's personnel are deemed by Company to be not satisfactory,
b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
c) Contractor's equipment turns into a danger to personnel on or around the rig or to the well.
d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform with the requirements set forth in the Contract.
e) Contractor fails to meet any of the material obligation affecting services under the Contract.
f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
g) Contractor is found non-compliant to HSE requirement as per Safe Operating Practices or applicable law.

11.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of Price Bid submission if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost / reduction in cost to Contractor on account of the operation under the Contract the Company / Contractor shall reimburse / pay Contractor / Company for such additional / reduced costs actually

incurred subject to the submission of documentary evidence by Contractor / Company.

12.0 RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT:

12.1 Except as otherwise specifically provided in this Contract, any damage to or loss of the Contractor's Equipment and regardless of the cause or reason for said loss, shall be the loss of the Contractor its underwriters or insurers and Contractor agrees to protect, defend, indemnify and hold the Company, its co-licensees and its and their affiliate companies, agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees harmless against any claim whatsoever or responsibility for any damage to or loss of the Contractor's Equipment or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

12.2 DAMAGE OR LOSS OF COMPANY EQUIPMENT: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.

12.3 USE OF CONTRACTOR'S EQUIPMENT: The Company shall have the right to use all of Contractor's equipment, materials and personnel provided under this Contract during such times as the Company or both Company and Contractor are engaged in bringing a well under control.

13.0 INDEMNITY AGREEMENTS:

13.1 Contractor agrees to protect, defend, indemnify and hold Company its co-leases, its agents, if any, its other Contractor's and/or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem, and judgments of every kind and character, without limit, which may arise in favour of or against the Contractor, Contractor's employees, agents, sub-contractor's or their employees, on account of bodily injury or death of Contractor's employees, agent, sub-contractor or sub-contractor's employee or damage to said employee's property as a result of the operations, contemplated hereby, regardless of whether said claims, demands, or causes of action arise out of negligence or otherwise, in whole or in part, unseaworthiness or other fault, including pre-existing conditions of Company, its contractor's other than the Contractor, sub-contractors, partners, Joint Ventures, their employees or Agents.

13.2 Company agrees to protect, defend indemnify and hold Contractor and its sub-contractors, its agent and its affiliates, its other contractors and / or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem and judgments of every kind and character, without limit, which may arise in favour of or against the Company, Company's employees, Agents, invitees, contractors (other than Contractor) and sub-contractors or their employees, on account of bodily injury or death of Company's employees, agents, invitees, contractors (other than Contractor) and sub-contractors or damage to said employees or its property (including any property of Company) as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise in whole or in

part, unseaworthiness or other faults, including pre-existing conditions of Contractor, its sub-contractors, partners, Joint Ventures, employees or agents.

14.0 POLLUTION AND CONTAMINATION:

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

(a) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates above the surface of the water from spills or fuels, lubricants, oils, and garbage wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities, provided, however, Contractor's liability shall be limited to **US Dollars One Million (US$ 1 Million)** where after the Operator shall indemnify and hold harmless Contractor for amounts in excess.

(b) Except as otherwise provided in article 15.0(a), Operator shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub-clause (a) above, which may occur from gross negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oils, gas, water or other substances, as well as the use or disposition of oil emulsion, and fluids provided however, Contractor's sole liability under this sub-clause is to reimburse Operator **US Dollars One Million (US$ 1 Million)** of cost paid/incurred by Operator in control of the pollutant, clean-up costs, or damage to a third party, provided said pollution results from contractor's gross negligence, where after the Company shall indemnify and hold harmless Contractor for amounts in excess.

(c) In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Operator, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Operator, to be the same as if the party for whom the work was performed and all of the obligations respecting defence indemnity, holding harmless and limitation of responsibility and liability as set forth in (a) and (b) above, shall be specifically applied."

(d) Subject to Waste Management Clause, all the packing materials/empty drums of Contractor's supplied consumable materials like chemicals, additives, liquids, etc. is the property of Contractor. The storage and disposal of these items as per prevailing pollution control laws is the responsibility of the Contractor.

15.0 WAIVERS AND AMENDMENTS:

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

16.0 DEMOBILISATION & RE-EXPORT:

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

16.2 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

16.3 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

16.4 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another the Company for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another Company and/or sale of the Service package, its accessories, equipment, unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable, or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

16.5 'Re-export' used herein or elsewhere in the Contract shall also mean and include Block Transfer or re-export to SEZ as permissible under applicable customs rules / regulations and provided Company is out of charge after Block Transfer or re-export to SEZ.

17.0 CONFIDENTIALITY:

a) During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall be held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need-to-know basis.

b) However, the above obligation shall not extend to information which:

1. Is, at the time of disclosure, known to the public.
2. Lawfully becomes at a later date known to the public through no fault of Company.
3. Is lawfully possessed by Company before receipt thereof from Contractor.
4. Is disclosed to Company in good faith by a third party who has an independent right to such information.
5. Is developed by Company independently of the information disclosed by Contractor; or Company is required to produce before competent authorities or by court order.
6. Is required to be disclosed on the direction of Court or any statutory authority.

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

17.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by Company.

17.3 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before the end of the contract period.

18.0 SAFETY:

Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employee also shall comply with safety procedures/policy.

19.0 DISCIPLINE:

Contractor shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oil field practice.

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to

Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days if replaced by National Crew and 14 days if replaced by Expatriate from the time of such instruction given by the Company. If no replacement has been provided within this time the Company shall reduce the daily rate by the amount specified for this category under Clause No: 5.0 above until such replacement has been provided. The person so removed shall not be employed again without the prior written consent of the Company. Contractor shall not permit any of its employees, representatives, agents or sub-contractors to engage in any activity which might reasonably be considered to be contrary or detrimental to the interest of the Company.

Deficiency: In the event of the Contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in the Technical Specification and Scope of Work, the penalty shall be levied.

20.0 DEFICIENCY PENALTY:

20.1 If operation is suspended for non-availability of key personnel, Contractor will be penalized as defined under **Clause Nos 4.1 and 4.2** above.

20.2 In case of short deployment / deficiency on account of sickness / accident, seven (7) days will be allowed for replacement without any reduction in Day Rates subject to normal progress of the performance of Work. Beyond this, the **Clause No. 5.0** above will be applicable.

21.0 DEFICIENCIES:

CONTRACTOR's all equipment shall be always maintained by CONTRACTOR in sound and efficient operating condition. Should the performance of CONTRACTOR's equipment and services becomes unsatisfactory or performance of work hereunder be reduced because of defective CONTRACTOR's furnished equipment or by reason of CONTRACTOR's incompetence or negligence, OIL shall give CONTRACTOR written notice specifying the causes of its dissatisfaction to correct the specified deficiency within 30 days failing which OIL shall have the right to terminate this Contract by giving thirty (30) days advance written notice to the CONTRACTOR, unless the specified deficiency is corrected within such thirty (30) days period. In this event no demobilization fees will be payable by the Company notwithstanding the provision contained in the Contract. OIL shall recover the mobilization charges, if any, paid as defined in "Section-IV: Schedule of Rate" in case the deficiency occurs during pendency of the Contract, on pro-rata basis for the period of performance, in addition to invoking of performance bond due to failure of the CONTRACTOR in not executing the Contract faithfully.

22.0 CERTIFICATE OF INSURANCE:

Before commencing performance of the Contract, Contractor shall upon request, furnish the Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance Company or Companies carrying the aforesaid coverages, (3) effective and expiration dates of policies, (4) that the Company will be given thirty (30) days written advance notice for any material change in the policy, (5) waiver of subrogation endorsement has been attached to all policies, (6) the territorial limits of all policies. If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to

renew such policies, then the Company may replace same and charge the cost thereof to Contractor.

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

23.0 FORCE MAJEURE:

23.1 CONDITIONS FOR FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean floods, pandemic, endemic, tempest, war, civil riot, fire, Acts, Cyclone and Cyclones Consequences, Rules and Regulations of respective government of the two parties namely Company and the Contractor, directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

Such Force Majeure situations shall be paid at Force Majeure Rate for a period of first thirty days, for each occasion, after which zero rate shall be payable to the Contractor after which either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days, for each occasion, 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. The Company shall have the absolute right to decide whether any safety hazard exists, or operation is in a critical position and the decision of the Company shall be binding upon the Contractor.

23.2 WEATHER AND WAITING ON DAY LIGHT:

The parties hereto agree that waiting on weather/waiting on day light shall not be considered as Force Majeure. Weather in this case means temporary conditions of wind, waves or tides, which make it unsafe or hazardous to conduct operations hereunder. The Individual Service Day Rate (ISDR) shall be applicable during these conditions.

24.0 HSE POLICY:

The contractor shall forward HSE policy to the Company along with the bid. The Contractor should have a valid HSE Management System (HSEMS) for each quoted Services certified as per ISO: 9001, ISO: 14001 & OSHAS: 18001 / ISO: 45001/ISRS and should keep the certificate(s) valid during execution of contract period. In case certification is not there at the time of commencement of operations, the Contractor

to submit details of their HSE management system approved by its highest authority not lesser than a director.

25.0 LOADING OF EQUIPMENT/MATERIALS:

Contractor shall make available all of Contractor's and its Sub-Contractor's materials at the designated shore base at Kakinada as per the operational requirement. Company agrees to transport Contractor's and its Sub-Contractor's materials to the drilling location nominated by Company for loading and unloading on board the Drilling rig at Company's cost.

26.0 HAZARDOUS WASTE:

The Contractor shall be liable for the storage, handling, transportation (on land), manifest and disposal through authorised agency of any spent or used chemicals or other hazardous waste generated at its storing facilities in Kakinada.

27.0 CUSTOMS DUTY:

27.1 The Company/Operator will issue Essentiality Certificate for import of Goods in terms of Sl. No. 404, List 33 and Condition No. 48 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, Notification No. 30/2024 dated 23.07.2024 and Notification No. 15/2025-IGST (Rate) dated 17.09.2025, on 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. Similarly, Company / Append will issue requisite undertaking for transfer of EC, in respect of the goods already imported under Essentiality Certificate and to be transferred to this contract, on submission of clear, legible and valid documents by the Contractor to OIL.

Contractor is deemed to have taken note of the prevailing customs notifications including the latest amendment vide Gazette Notification No. 30/2024 dated 23.07.2024 and Notification No. 15/2025-IGST (Rate) dated 17.09.2025 while quoting their prices. Contractor 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. 30/2024 dated 23.07.2024 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. 30/2024 dated 23.07.2024, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

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, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the Contractor 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 Contractor 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. Contractors should submit the list of items which are to be imported for execution of the Contract as per Proforma-A 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-A submitted by the Contractor.

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.

27.2 Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in Proforma-A along with their bid for issuance of Certificate / Undertaking. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (at least three (03) weeks before the shipment date) requesting Company for issuance of the Certificate / Undertaking / Recommendatory Letter. Company shall issue the requisite documents provided all the documents submitted by the Contractor are found in order as per Contract. It shall be however, Contractor's responsibility to obtain EC from Customs and clear the goods through customs. Company shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities. Contractor shall indemnify Company from all liabilities of Customs Duty.

27.3 All imports and import clearances under the Contract shall be done by the Contractor and Company shall not provide any assistance in this regard.

27.4 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be

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

27.5 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

27.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the Contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

27.7 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. 30/2024 dated 23.07.2024 or non-issuance of Essentiality certificate in terms of GST Notification no. 08/2022 dated 13.07.2022 for reason not attributable to the Contractor, Contractor shall charge applicable customs duty on import or goods and service tax on supply as per the HSN code of the product.

28.0 SUSPENSION AT COMPANY'S REQUEST:

The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid 'Suspension Rate (SR) as 0.5 times of ISDR for all Services as per the provisions of 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to store the Equipment at the Drilling Rig or Shore Base.

The total suspension period during the Contract duration shall not exceed a maximum 2 (two) months. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.

However, beyond the said period of 2 (two) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions.

29.0 TRAINING REQUIREMENT OF PERSONNEL:

29.1 All the crew members should have undergone Personal Survival Training (PST), Fire Prevention & Fire Fighting (FPFF) Training/Basic Fire Fighting Training (BFF), Personnel Safety and Social responsibility (PSSR) and Elementary First Aid (EFA) from DGS approved agencies, and OPITO approved Helicopter Underwater Escape Training (HUET).

Or

All the crew members should have undergone OPITO approved BOSIET – Basic Offshore Safety Induction and Emergency Training (with EBS), which should cover at least PST, FPFF/BFF, PSSR, EFA, HUET.

No personnel shall be allowed to go on offshore rigs / marine vessels without undergoing the above training.

29.2 All the offshore going crew, should have IADC Rig pass certification or equivalent certification.

29.3 Additionally, they should have undergone training related to their work profile and for safety while working in areas with hazard of H_2S presence.

30.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit.

31.0 LIABILITY FOR THE WELL OR RESERVOIR:

Notwithstanding anything else contained herein to the contrary, the Company shall indemnify, and hold the Contractor and its Sub-contractors harmless for or in respect of:

(i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
(ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
(iii) Any injury or death whatsoever, direct or consequential, arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations.
(iv) Provided that such injury, death, loss, damage etc. as stated in (i) to (iii) above is not caused on account of wilful misconduct or gross negligence of the Contractor or its personnel or any of its Sub-Contractor or its personnel.

32.0 NOTICES:

32.1 Any notice given by one party to other, pursuant to this Contract shall be sent by email and confirmed in writing to the applicable address specified below:

For Company

a) For contractual matters
Chief General Manager (C&P)
OIL INDIA LIMITED
Kakinada - 533004,
Andhra Pradesh, India
Email: kgbasin@oilindia.in

b) For technical matters
General Manager (Chemical-KGP & MBP)
OIL INDIA LIMITED
Kakinada - 533004,
Andhra Pradesh, India
Email: kgbasin@oilindia.in

For Contractor

32.2 A notice shall be effective when sent by email (email sent date) or on the notice's effective date whichever is later. Either party may change its address by giving Written Notice to the other party.

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BID EVALUATION CRITERIA (BEC)

1.0 GENERAL CONFORMITY AND VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

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

Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / nonconforming bids may not be considered and rejected outright.

All the documents related to BEC must be submitted along with the techno-commercial Bid.

2.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference 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 (BEII) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(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 authorised 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 **Proforma-O**].

(c) The aforesaid undertaking of the bidder 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. [Format enclosed as **Proforma-O-1**]

(d) Bidder to submit a copy of their Certificate of Incorporation / Registration in India.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 Experience: The Bidder should have experience of successfully executing & completing Drilling Fluid Engineering Services using Low Toxic Synthetic Oil Base Mud System (LTSOBM) in at least **01 (one) Offshore Well** in the last 07 years reckoned from the original bid closing date, under a contract with a Central / State Government / PSUs / Public Limited Company.

Notes to BEC Clause 3.1 above:

a) In support of the experience criteria under Clause No. 3.1 above, the bidder shall furnish the following documentary evidence (self-attested/attested):

(A) Contract document/Work Order/Service Order showing detailed scope of work,

AND

(B) Job Completion Certificate or Service Entry Sheet (SES) or Certificate of payment or any other proof of completion of the work as defined above issued by the Client and supported by Client's certified Job Report showing the following:

(i) Work Order No./Contract No.,
(ii) Nature/Number/Description of jobs done, and
(iii) Date of commencement and date of completion.

b) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) without SOW or Client's Feedback Form shall not be acceptable as evidence of experience.

c) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of the parameter(s), as stipulated under Clause 3.1 above will only be treated as acceptable experience.

d) Work executed through 'sub-contracting' shall not be considered for evaluation.

e) Work executed by a bidder for its own organization/parent subsidiary/co-subsidiary/sister-subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.

f) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Note a. above.

g) If the prospective bidder is executing a contract as per Clause No. 3.1 of BEC which is still running and the quantum of job executed prior to original bid closing date is equal to or more than the minimum prescribed quantum of job as mentioned in Clause 3.1 of BEC, such experience shall qualify for evaluation.

h) The Contract(s) date need not be within the period specified in the tender, preceding the original bid closing date of the tender, however, the execution of work should be within the specified period preceding original bid closing date of the tender.

i) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.

j) Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date.

k) **Bidders quoting under the following categories:**

Bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 above, can also bid under the categories as listed below:

1) Bids from Indian Joint Venture (JV) Company:

a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013 and any amendment thereunder. JV agreement along with the share holding pattern should be submitted failing which bid shall be outrightly rejected. They should meet the technical qualification requirements as under:

(i) The JV on its own shall meet the experience criteria as per Clause No. 3.1.

OR

(ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1.

Note:

A. In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno-commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract failing which bid shall

be outrightly rejected. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

B. Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/ subsidiary/ co-subsidiary/ sister subsidiary/ parent/ holding / affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.

b) Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

c) Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

d) Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

2) <u>Bids based on technical experience of Parent/Subsidiary Company:</u>

(a) Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 above can also be considered provided the bidder is a wholly-owned subsidiary company of the parent company who fulfils the experience criteria prescribed under Clause 3.1. Similarly, bid from parent company can also be considered on the strength of requisite experience of its wholly-owned subsidiary. 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.

(b) 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 (as per **Annexure-II**) and also a parent / subsidiary Guarantee (as per **Annexure-III**) to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

3) Bids from Sister Subsidiary/Co-Subsidiary Company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 3.1 (a) & (b) above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

(a) Provided that the sister subsidiary/co-subsidiary 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 parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause 3.1 above and not through any other arrangement like technical collaboration etc.

(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Annexure-IV**, between them, their ultimate parent/holding company, along with the technical bid.

In the situations mentioned in Para Nos. k. (1) & (2) above, following conditions are required to be fulfilled/documents to be submitted:

(i) Undertaking by the supporting company to provide an additional Performance Security (as per format and instructions enclosed as **Proforma-Q**, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.

(ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the

performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

(iii) In case the supporting company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

Bidders quoting under the categories as mentioned under Clause nos. k. 1, 2 & 3 above should provide the respective services including key personnel from the supporting company for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-V in this respect to be submitted as part of technical bid.

3.2 The Bidder should submit a laboratory test report issued by either ONGC, IDT-Dehradun or a reputed third-party laboratory of the formulations conforming to OIL's recommended parameters as per scope of work along with the technical bid. Bids not accompanied by a valid test report shall be rejected. Test report as mentioned above, received after date of opening of tender will not be accepted.

3.3 Service crew:

(i) The bidder should confirm to deploy the minimum number and the category of the crew personnel as indicated in the bid document. These personnel shall be included in the `List of Crew Personnel' in the Contract for the purpose of deployment and, for reduction of day rates due to short deployment.

(ii) The experience of the personnel to be deployed under this contract shall be as per requirements stipulated in the scope of work of this bid document.

(iii) Training to the Crew personnel: All the crew members should have undergone desired trainings as per requirement including OPITO approved Helicopter Underwater Escape Training (HUET).

OR

All the crew members should have undergone OPITO approved BOSIET – Basic Offshore Safety Induction and Emergency Training (with EBS), which should cover at least PST, FPFF/BFF, PSSR, EFA, HUET.

No personnel are allowed to go on offshore rigs/marine vessels without undergoing the above training.

(iv) **Confirmation in regard to Para 5 (i), (ii) and (iii) above is to be submitted along with the unpriced bid along with an undertaking** that "*In the event of award of contract, the details of all personnel i.e. experience data, proof of qualification etc., shall be submitted within 30 days of issue of Mobilization Notice or 45 days prior to commencement of contract (whichever later) and get approved by the Company before commencement of the work*".

3.4 Mobilisation Period:

Bidders are required to confirm that, they shall mobilize and deploy the Services along with the crew so as to commence operations at the designated offered location within **90 days** from the date of issuance of the Mobilization Notice by the Company.

Offers quoting more than the above period will be out rightly rejected.

i) The succeeding day of the issue of the Mobilization / Re-mobilization Notice shall be counted as Day 01 for the purposes of the Mobilization / Re-mobilization period.

ii) Supply of all Consumables shall be in staggered manner as per OIL's well requirement.

3.5 Vintage:

Vintage clause for mud engineering services is given below:

- Lab equipment as applicable shall be not more than **10 (Ten)** years old as on the original bid closing date.

- Bidder has to submit relevant documents in support of this vintage clause.

3.6 HSE Criteria:

3.6.1 The Bidder should have a valid HSE Management System (HSEMS) for quoted Service certified as per ISO: 9001, ISO: 14001 & OSHAS: 18001/ISO: 45001/ISRS on the date of the original bid opening date and should submit an undertaking that the certificate(s) shall be kept valid during execution of contract period. The documentary proof in the form of valid certificates should be provided along with the techno-commercial bid.

3.6.2 In case certified HSE management system is not available then the bidder must give an undertaking that he shall have the same in place during the period of mobilization so that specific certified HSE management system for the quoted Service is in place before the commencement of operations.

3.6.3 In case certified HSE management system for the quoted Service certified as per ISO: 9001, ISO: 14001 & OSHAS: 18001 /ISO: 45001/ISRS is not available, the bidder has to submit details of their HSE management system approved by its highest authority not lesser than a Director.

4.0 <u>FINANCIAL EVALUATION CRITERIA</u>:

4.1 Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 64.44 Cr.**

4.2 Net worth of the bidder must be Positive for the financial / accounting year preceding the original bid closing date.

Note:

i. **Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realization 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).

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

4.3 If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 4.1 & 4.2 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 26% stake in the JV Company and the following need to be complied/submitted:

i. Annual Financial Turnover from operation of the member having more than 26% stake in the JV during any of preceding 03 (Three) financial / accounting years from the original bid closing date shall be as per Clause 4.1 above.

ii. Net worth of the member having more than 26% stake in the JV (supporting company) should be positive for the financial /accounting year preceding the original bid closing date as per Clause 4.2 above.

iii. Corporate Guarantee (**Annexure-V**) on the letter head of the member having more than 26% stake in the JV 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.

iv. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till execution of the contract is accomplished.

v. A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

4.4 In case the bidder is a subsidiary company (should be a 100% 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:

i. Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per Clause 4.1 above.

ii. Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the financial / accounting year preceding the original bid closing date as per Clause 4.2 above.

iii. Corporate Guarantee (**Annexure-VI**) 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.

iv. 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.

Note: The above certificate should not be more than 30 days old as on the original bid closing date.

4.5 Notes to BEC Clause B. 4.1 & 4.2 above:

a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-H**.

Note:

i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

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

4.6 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 **PROFORMA-L.**

4.7 In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.8 Bid will be liable for rejection if not accompanied with adequate documentary

proof in support of Annual turnover & Net worth as mentioned above.

5.0 COMMERCIAL EVALUATION CRITERIA:

5.1 Bids shall be submitted under **Single-Stage Two-Bid System** i.e. Technical Bid and Priced Bid separately in designated area/ tab in GeM portal respectively. The Un-priced techno commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.

5.2 The prices / rates offered quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.

5.3 Bids with shorter validity (i.e., less than **120 days** from the scheduled bid closing date) will be rejected as being non-responsive.

5.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG Project Office) before bid closing date & time. The original bid security should necessarily be submitted in physical form, in a sealed envelope, prominently super-scribing tender reference and details of bidder. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document/NIT of GeM Tender. Bid without proper & valid Bid Security shall be rejected.

5.5 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-J** 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 that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

5.6 Bids submitted after the Bid Closing Date and Time will be rejected.

5.7 Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.

5.8 Bid documents are non-transferable. Unsolicited bids will not be considered and will be straightway rejected.

5.9 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 initialled by the person or persons who has/have digitally signed the Bid.

5.10 Any Bid containing false statement will be rejected.

5.11 Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.

5.12 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.

5.13 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

(i) Firm Price
(ii) Bid Security Clause
(iii) Scope of Work
(iv) Specifications
(v) Price Schedule
(vi) Period of validity of bid
(vii) Liquidated damage and penalty clause
(viii) Performance Guarantee clause
(ix) Arbitration / resolution of Dispute
(x) Force Majeure
(xi) Acceptance of jurisdiction and Applicable Law
(xii) Tax Liabilities Clause
(xiii) Safety & Labour Law
(xiv) Termination Clause
(xv) Integrity Pact
(xvi) Insurance
(xvii) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.

5.14 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **APPENDIX-1** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

5.15 The bidder shall submit an undertaking/declaration as per **APPENDIX-2**. confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

5.16 The originals of the documents submitted by the bidder shall have to be produced by the bidder(s) to OIL as and when asked for.

6.0 PRICE EVALUATION CRITERIA:

The parties whose bids conform to the technical specifications, terms and conditions stipulated in the bidding document and are considered to be responsive after

subjecting to Bid Evaluation Criteria mentioned above and such bids will be considered for further evaluation as per the Price Evaluation Criteria given below:

6.1 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section-III and the summarized Price Bid Format vide enclosed PROFORMA-B.

6.2 In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

6.3 Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.

6.4 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.

6.5 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days / parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days / parameters, as the case may be.

6.6 Priced Bid Evaluation

i) Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per **PROFORMA-B**.

ii) Total operating cost of personnel (Total cost of the line items 1-7 of Table-D of the price bid) shall not exceed 4% of the total contract cost.

iii) The base oil price to be quoted under Table-A of Price bid format, is comprised of fixed component and variable component. The variable component will be equivalent to monthly average of Gas Oil Index (MOPS GO 50 PPM) of the previous month of NIT date; e.g. if the tender is published in the month of March'2026, average MOPS GO 50 ppm for the month of February'2026 will be taken for evaluation purpose.

iv) The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price **[Srl. No. T of PROFORMA-B]** inclusive of all liabilities and GST.

6.7 Customs Duty:

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty (BCD Nil & concessional IGST) subject to conditions specified therein (Condition No. 48). The Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 30/2024-Customs dated 23.07.2024 and subsequently vide Custom Notification No. 45/2025-Customs dated 24.10.2025 (S. No. 229 of Table I, List 16, and Condition No. 28).

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024-Customs dated 23.07.2024 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of 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. 30/2024-Customs dated 23.07.2024 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. 30/2024-Customs dated 23.07.2024, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

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.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A 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-A submitted by the bidder.

Note:

a) The customs notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

b) The Bidder has to re-export the items / equipment / consumables after completion of the contract in case of imported items / equipment / consumables. The bidder will be fully responsible to pay the customs duty in case the items / equipment / consumables are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues Essentiality Certificate for availing concessional customs duty for import of goods.

c) OIL will allow block transfers and issue Essentiality Certificate against applications only when Transferor and Transferee are same.

6.8 Purchase Preference Clause:

A) MSE Policy:

Purchase Preference to Micro and Small Enterprises is applicable for this tender.

I) **Documentation required to be submitted by MSEs:**

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

- Udyam Registration Number with Udyam Registration Certificate

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed.

II) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. The price matching shall be done in the following order of preference:

1) SC/ST Women owned MSEs
2) SC/ST owned MSEs
3) Women owned MSEs
4) Other MSEs

If any MSE bidder, irrespective of its social category or gender, emerges as L1, 100% order/contract quantity shall be awarded to them.

III) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

IV) Provisions such as seeking support from another company by way of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary company's experience / consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/ Subsidiary/ Sister Subsidiary / Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is / are also a MSE's. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder

i.e., JVC shall have to be MSE unit.

B) 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 16th September 2020 (and 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. Bidders to check the provisions of the Notification 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.

6.9 Award of Contract:

Contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

7.0 GENERAL NOTES:

i) In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by 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.

ii) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

iii) If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

iv) Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

v) 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.

vi) The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

vii) Bidders shall submit duly filled checklists on BEC & other relevant technical

criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

8.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):

8.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	**Name of Independent Inspection Agency**	**Contact E-mail ID**
i.	M/s. Alfred H Knight India Pvt. Ltd.	a. rkjain@ahkgroup.com b. pradeep.mathur@ahkgroup.com c. info@ahkgroup.com
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf LIoyds (India) Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com

xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

8.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

8.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder.

8.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant

documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

ii Additional Documents: (If applicable against the tender)

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii Technical Criteria

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

iv Financial Criteria

- Line of credit, if incorporated in the tender.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format (**PROFORMA-S**) enclosed should be submitted along with the Bid.

(iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention**

the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.

9.0 DOCUMENT AUTHENTICITY UNDERTAKING:

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

10.0 LAND BORDER SHARING: Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India. Formats for submission of undertaking is enclosed as **Exhibit-I, II & III.**

11.0 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.

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SCHEDULE OF RATES (SOR)

The bidder shall quote the rates/prices strictly as per the Price Bid Format and SoR. The quantity shown against each item in the price format is tentative and valid for Bid Evaluation purpose only. Payment to the Contractor shall be made on the basis of actual utilization/work done/quantity consumed. All "DAY RATE" charges shall be quoted for 24 hours a day basis. But, for part of a day, the same shall be payable on pro-rata up to the nearest half an hour basis. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in the price format only.

A. MOBILIZATION/RE-MOBILIZATION CHARGES:

[FOR EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES / PERSONNEL]

a) Mobilization/Re-mobilization charges (as applicable) shall be LUMP SUM charges which shall cover all local and foreign costs (if any) of the Contractor to mobilize the tools & equipment, Consumables and Personnel as specified in the Contract, to the Company designated Site at Kakinada and also includes all duties, any other local and foreign taxes, service tax, port fees, inland transportation, any other costs if applicable, travel expenses, in-transit accommodation charges, personal insurance for Contractor's Personnel etc.

b) Mobilization Charges as LUMP SUM amount shall be payable on the completion of Mobilization as defined in Clause No. 2.3 of SCC.

c) Total Mobilization Charges quoted should not exceed 1.0% of the total Contract value. However, the Mobilization charges if quoted in excess of 1.0% of the total quoted value; the excess amount shall be paid at the end of the Contract.

d. Company reserves the right to allow operations to start without complete mobilization, provided it is possible to start work with the items mobilized. However, the shortfall items must be mobilized by the Contractor immediately thereafter within 07 days from the initial mobilization completion date. If the Company permits the Contractor to start Operations without completing mobilization, only 80% of Mobilization charges will be payable to the Contractor and the remaining 20% of mobilization charges will be paid only after the shortfall items are made available. The Liquidated Damages as set out in the Contract shall be applicable up to the date the shortfall items are made available. However, notwithstanding this provision for partial mobilization, the Contractor must make all effort for mobilization of Contractor's items as per the contractual provisions.

B. DEMOBILIZATION CHARGES

[FOR EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES / PERSONNEL]

a) The Demobilization Charges shall be payable on LUMP SUM basis which include all charges towards demobilization of Contractor's equipment along with all accessories, Contractor's Personnel and left over consumables from the drilling location to Contractor's base upon completion of first well/termination of Contract (as applicable mentioned in the SCC clause no. 2.3 of this tender.).

b) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.

c) The Company shall give notice to the Contractor to commence demobilization. The Contractor will ensure that demobilization is completed within **60 (sixty) days** from the date of notice from the Company.

d) No charges, whatsoever, shall be payable to the Contractor from the date of notice to demobilize being issued to the Contractor by the Company.

e) Pursuant to Clause 27.11 & 44.0 of General Conditions of Contract and Clause 21.0 of Special Conditions of Contract, Demobilization charges shall be paid to the Contractor for complete package of Tools/Equipment/ Spare/ Accessories etc. after completion of the contractual period/ termination of the Contract.

f) The Contractor will ensure that demobilization is completed and Company's worksite is cleared-off Contractor's property **within 60 (sixty) days of notice** from the Company. Penalty will be imposed @10% per day of De-Mobilization Charges for every additional day consumed by Contractor beyond **stipulated 60 (sixty) days to complete De-Mobilization.**

g) Total Demobilization Charges quoted should not be less than 0.5% of the total Contract value. However, the De-mobilization charges if quoted in deficit or less than 0.5% of the total quoted value, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the Contract along with Demobilization charges.

C. RENTAL CHARGES FOR FILTRATION PACKAGE UNIT (DUAL POD + DE FILTER PRESS) PER DAY

a) Rental Charges for Contractor's Filtration Package Unit (Dual Pod + DE Filter Press) shall be payable with effect from the date of completion of Mobilization of the uniy.

b) The Rental Charges include the use of the filtration unit, supply of spares and consumables and other operational requirement (if any) during the Contract period. The Contractor must maintain adequate stock of such regularly required items/spares at the drilling site under their possession to ensure uninterrupted services.

c) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.

d) During "Rental" period, the Filtration Package Unit is required to be in fully operating condition.

e) Rental Charges shall not be payable, if the Contractor withdraws the whole or part of the Filtration Package Unit or any manpower affecting operations.

f) If the Contractor's Filtration Package Unit fails to perform for any reason during operations, no rental charges shall be payable for the period of non-performance until the unit is restored to full operating condition.

In addition, a penalty at the rate of 0.01% of the total Contract Value per day, calculated on a pro-rata hourly basis, shall be levied for the entire duration of such non-performance. The non-performance period shall be reckoned from the time of failure until the unit is satisfactorily reinstated and its performance is demonstrated through actual operation and accepted by OIL.

F. DAY RATE FOR PERSONNEL:

a) Day Rate shall be payable for the following Contractor's Personnel:

For Mud Engineering Services per Drilling Unit:

Lead/Day Mud Engineer: 01 (One) no.

Second/Night Mud Engineer: 01 (One) no.

For Liquid Mud Plant (LMP) Services at Shore Based:

LMP Engineer - Shore Based: 01 (One) no.

Second LMP Engineer - Shore Based: 01 (One) no.

For Filtration Unit (Call Out) Services per unit:

Filtration Unit Engineer: 01 (one) no.

Filtration Unit Operator (Day): 01 (one) no.

Filtration Unit Operator (Night): 01 (one) no.

The Contractor may engage additional personnel for maintenance or assistance in the performance of the Work. The Company shall not be responsible to pay any charge or day rate or any accommodation for such additional personnel.

b) Day Rate shall be payable to Contractor's Personnel for performing the Work as envisaged under the Contract from the day the Contractor completes Mobilization of Contractor's personnel at the designated Locations.

c) Day Rate for Contractor's Personnel shall cease with effect from the day the Company serves demobilization notice to the Contractor.

G. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES

(EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES & PERSONNEL)

Regarding Interim-Demobilization & Re-mobilization of mud engineering services during the contract period, the SCC Clause no. 2.3 prevails.

H. INTER – LOCATION MOVEMENT (ILM) CHARGES:

(EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES & PERSONNEL)

Regarding ILM of mud engineering services from one location to another during the contract period, the SCC Clause no. 2.3 prevails.

I. ZERO RATES:

Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of key personnel or for any other reason whatsoever attributable to the Contractor.

J. DAY RATE FOR FILTRATION UNIT / PERSONNEL DURING FORCE MAJEURE:

(i) All rates quoted by the Bidder shall be restricted to 50% of respective charges under the condition of Force Majeure. This will be considered as FORCE MAJEURE RATE.

(ii) The Force Majeure Rate shall be payable during the first 15 (fifteen) days period of force majeure condition for each breakout. No payment shall accrue to the Contractor beyond the first 15 (fifteen) days period unless mutually agreed upon for each breakout.

K. GENERAL NOTE:

(i) **Total operating cost of personnel (Total cost of the line items 1-7 of Table-D of the price bid) shall not exceed 4% of the total contract cost.**

(ii) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per Proforma-A, enclosed.

(iii) From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e., items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "Proforma-A" as CIF (RE-EX).

(iv) Similarly, from the Proforma-A, bidder should identify the items of consumable in nature (i.e., items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "Proforma-A" as CIF (CONSUMABLES).

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LIST OF PROFORMAS, EXHIBITS, APPENDICES, ETC. FOR THE TENDER

(Bidders are advised to submit all the proformas applicable to them and submit the duly filled table as below)

Sl. No.	Proforma-No.	Form Description	Submitted (Yes/No/Not applicable)
1.	Proforma-A	List of equipment to be imported (if any) for execution of contract	
2.	Proforma-B	Price Bidding Format (To be uploaded in the Price/Financial Bid, if the price bid format indicating the prices is uploaded in the technical bid, the bid will be straightaway rejected)	
3.	Proforma-C	Statement of Non-Compliance (if any)	
4.	Proforma-D	Performance Bank Guarantee Format	
5.	Proforma-E	Agreement Form	
6.	Proforma-F	Letter of Authority format	
7.	Proforma-G	Letter of Authorisation for attending Bid Opening format	
8.	Proforma-H	Certificate of Annual Turnover & Net Worth	
9.	Proforma-I	Safety Measures	
10.	Proforma-J	Integrity Pact	
11.	Proforma-K	Format of Undertaking by Bidders towards submission of authentic information/documents	
12.	Proforma-L	Certificate of compliance to financial criteria	
13.	Proforma-M	Undertaking towards details of Bank Guarantee	
14.	Proforma-N	Form of Bid Security	
15.	Proforma-O	Undertaking for Local Content	
16.	Proforma-O-1	CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT	
17.	Proforma-P	Bid Form	
18.	Proforma-Q	Form of performance bank guarantee towards for supporting company	
19.	Proforma-R	E-Remittance Form	
20.	Proforma-S	TPI Certificate	
21.	Proforma-T	PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY	
22.	Proforma-U	PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"	
23.	Proforma-V	**DECLARATION FORMAT** (as per BEC Clause No. k. 1, 2 & 3)	

Sl. No.	Proforma-No.	Form Description	Submitted (Yes/No/Not applicable)
24.	ANNEXURE-I(a)	FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR SUPPORTING COMPANY	NA
25.	ANNEXURE-I(b)	GUARANTEE BY THE SUPPORTING COMPANY / GUARANTOR (Experience)	NA
26.	ANNEXURE-I(c)	PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY BY THE SUPPORTING COMPANY / ULTIMATE CONTROLLING COMPANY (AS THE CASE MAY BE) OF THE BIDDING COMPANY.	NA
27.	ANNEXURE-II	FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case may be)	
28.	ANNEXURE-III	PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE	
29.	ANNEXURE-IV	FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO- SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY	
30.	ANNEXURE-V	JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING	
31.	ANNEXURE-VI	PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING	
32.	ANNEXURE-VII	FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES	NA
33.	ANNEXURE-VIII	UNDERTAKING TOWARDS BEC	
34.	EXHIBIT–I	UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROMA BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA	

Sl. No.	Proforma-No.	Form Description	Submitted (Yes/No/Not applicable)
35.	EXHIBIT–II	UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING	
36.	EXHIBIT–III	ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY(ToT)	
37.	APPENDIX-1	DECLARATION ABOUT BIDDER'S FINANCIAL STANDING	
38.	APPENDIX-2	DECLARATION THAT BIDDER IS NOT UNDER HOLIDAYLIST/DELISTED/ BLACKLISTED/DEBARRED IN OIL	
39.	APPENDIX-3	ESG QUESTIONNAIRE	
40.	CHECKLIST-I	COMMERCIAL CHECK LIST	
41.	CHECKLIST-II	TECHNICAL EVALUATION SHEET FOR BEC	

PROFORMA-A

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 = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
4											
5											

(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:

~~~ (End of Proforma-A) ~~~

PROFORMA-B

PRICE BID SCHEDULE

Sub: **Hiring of Mud Engineering Services to support drilling of 01 (one) firm offshore well with a provision of drilling 01 (one) optional well in OIL's awarded offshore block using WBM and LTSOBM**

REFER TO PRICE BIDDING FORMAT

~~~ (End of Proforma-B) ~~~

PROFORMA-C

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

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

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

Authorized Person's Signature: _____

Name: _____
Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

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PROFORMA-D

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
KG Basin Project, Kakinada
Andhra Pradesh

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

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

AND WHEREAS we (Name of Bank) .....of (Name of country) ..... having our registered office at..... (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee.

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

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

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

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

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

B. Controlling Office:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs…….

b) This guarantee shall be valid till …….

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……. (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____
Name of Bank: _____
Address: _____

Witness: _____
Address: _____
_____

Date: _____
Place: _____

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PROFORMA-E

AGREEMENT/ CONTRACT FORM

This Contract is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at Oil India Ltd., KG Basin Project, D. No. 11-4- 7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____.

WHEREAS, Contractor accepted the above Letter of Award vide--------- and submitted Performance Bank Guarantee No. ---------- Dated---------- valid till---------- issued by ----------(Bank's name with detailed address) for an amount of ----------.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this Contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Contract shall be authorized solely by an amendment to the Contract executed in the same manner as this Contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:

a) Section-I indicating the General Conditions of this Contract;
b) Section-II indicating the Terms of Reference;
c) Section-III indicating the Special Conditions of Contract;

d) Section-IV indicating the Schedule of Rates.
e) Integrity Pact
f) Letter of Award
g) Performance Security(copy)

In case of contradiction between GCC/SCC/TOR/SOW/SOR, the terms and conditions mentioned in TOR/SOW will prevail followed by SOR, SCC and GCC - in that order.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this Contract at Kakinada as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	For and on behalf of Contractor (M/s. _____)
Name: Status:	Name: Status:
In presence of	In presence of
1.	1.
2.	2.

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PROFORMA–F

PROFORMA LETTER OF AUTHORITY

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

Sir,

Sub: OIL's IFB No.

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for **Hiring of Mud Engineering Services to support drilling of 01 (one) firm offshore well with a provision of drilling 01 (one) optional well in OIL's awarded offshore block using WBM and LTSOBM.**

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____
Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

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PROFORMA–G

AUTHORISATION FOR ATTENDING BID OPENING

TO, Date: _____

Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

Sir,

Sub: OIL's IFB No.

We authorize Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Kakinada on our behalf.

Yours Faithfully,

Authorized Person's Signature: _____

Name: _____
Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

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PROFORMA-H

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto_____ are correct.

YEAR	**TURN OVER** (In INR Crores/US$ Million*)	**NET WORTH** (In INR Crores/US$ Million*)

* Rate of Conversion (if used any): USD 1.00 = INR. ..... .

Place:
Date:
Seal:
UDIN:

Membership Code:
Registration No.:
Signature

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PROFORMA-I

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/ SERVICE:

Sir,

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

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

b) The names of the authorized persons who would be supervising the jobs on day-to-day basis from our end are the following:
i) _____
ii) _____
iii) _____

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

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

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

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

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

(Seal)
Date_____ Yours Faithfully

M/s_____
FOR & ON BEHALF OF CONTRACTOR

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PROFORMA-J

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for ----------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

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

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

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

(iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

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

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

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

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

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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

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

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

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

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

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

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

Sd/- **T. Agrawal (SM-C&P)** **For the Principal** Date : Place :	**.....** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

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PROFORMA-K

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No.

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/Contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of Contract and/or carry out any other penal action on us, as deemed fit.

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

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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PROFORMA-L

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

CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA:

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

The balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original Bid Closing Date.

Place: ……

Date: …… Signature of the authorized signatory

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

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PROFORMA-M

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,

Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

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

PBG issuing bank details:

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

Declaration:

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

Authorised Signature_____
Name _____
Vendor Code_____
Email-ID _____
Mobile No. _____

Encl: Original performance bank guarantee

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PROFORMA-N

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

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, Kakinada, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank 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.

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Contd.... P/2

PROFORMA-N

Witness _____

Address _____

_____

(Signature, Name and Address)

Date: _____

Place: _____

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 45 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

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

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PROFORMA-O

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____ Hiring of Mud Engineering Services to support drilling of 01 (one) firm offshore well with a provision of drilling 01 (one) optional well in OIL's awarded offshore block using WBM and LTSOBM**.** We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of **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. 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**.

The percentage of Local Content in the bid is _____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

PROFORMA-O-1

CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT

(to be submitted on statutory auditor/ cost auditor / practicing cost accountant / practicing chartered 's letterhead, signed & stamped)

TO,
M/s. OIL INDIA LIMITED,
KG Basin Project, Kakinada Andhra Pradesh

Kind Attn.: CGM (C&P)

Sub.: Certification of local content against Tender No: _____dated____

We, _____, the Statutory Auditor/Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of M/s _____ (name of the bidder) having our registered office address _____ hereby certify the following:

We have reviewed the local content in the offer no. _____ dated _____ submitted by M/s _____ (name of the bidder) against the enquiry no. _____ by M/s _____ (name of the bidder) as per the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP-20013/2/2017-FP-PNG Part (4) (E-41432) dated 26.04.2022 subject to revisions/ amendments thereof.

In the above offer, we certify the bidder's status and local content as under:

- Class-I local Supplier: Offer has local content equal to or more than 50%, as defined in the policy.

OR

- Class-II local Supplier: Offer has local content more than 20% but less than 50%, as defined in the policy.

{***Strike off whichever is not applicable out of two above***)

For and on behalf of
Authorized signatory

Name of Statutory Auditor/Cost Auditor/Cost Accountant/Chartered Accountant:
Designation:
Seal :
Membership no. :
UDIN No:

PROFORMA-P

BID FORM

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

Sub: Tender No. IFB No.:

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days/months calculated from the date of issue of Letter of Award (LOA) / Mobilisation Notice.

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

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extension to bid validity agreed by us.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Letter of Award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2025

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-Q

FORM OF PERFORMANCE BANK GUARANTEE TOWARDS FOR SUPPORTING COMPANY

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

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

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

ANDWHEREAS we (Name of Bank) .....of (Name of country) ..... having our registered office at.....(hereinafter called "the Bank")have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee;

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

We further agree that no change or addition to or other modification of the terms of the 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 anyway cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the_day of_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL-ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS_____

Designation_____

Name of Bank_____

Address_____

Witness_____

Address_____

_____

Date:_____

Place:_

PROFORMA-R

[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number:
Mobile Number:
E-mail address:
Fax Number:
Bank Account Number (in which the Bidder wants remittance against invoices):
Bank Name:
Branch:
Address of the Bank:
Bank Code:
IFSC/RTGS Code of the Bank:
NEFT Code of the Bank:
PAN Number:
GST Registration Number:

_____

Signature of Bidder with Official Seal

PROFORMA-S

FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY INSPECTION AGENCY

(To be submitted on official letter head)

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

Sir,

SUB: OIL's GeM Bid No.

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

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

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having _____ **nos. pages**.

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

Thanking you,

Authorised Person's Signature: _____

Name: _____

Designation: _____

PROFORMA-T

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

(To be stamped in accordance with the Stamp Act)

To, **M/S OIL INDIA LIMITED,** KG Basin Project, D. No. 11-4- 7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-5330 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, Duliajan, Assam, 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:

6. If the Bidder withdraws their Bid within its original/extended validity; or
7. The Bidder modifies/revises their bid suomoto; or
8. The Bidder does not accept the contract; or
9. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
10. 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 Surely 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
.....	.....
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/Introduction” 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 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-U

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

(To be stamped in accordance with the Stamp Act)

To, **M/s OIL INDIA LIMITED,** KG Basin Project, D. No. 11-4- 7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-5330 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 Contact 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 and 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:

5. 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 Surely Insurer with any other person.

6. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

7. 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.

8. 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
.....	.....
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/Introduction” 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 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.

PROFORMA-V

DECLARATION FORMAT

(as per BEC Clause No. k. 1, 2, 3)

[On Bidder's Letter Head]

To,

M/s OIL INDIA LIMITED,

KG Basin Project, D. No. 11-4- 7

Nookalamma Temple Road, Ramarao Peta,

Kakinada, Andhra Pradesh-533004, India

Dear Sir,

This has reference to your GeM Bid No.....Dated ..... 2026 for the tendered services.

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel for a minimum duration of 50% of the contract period during execution of the contract of the Subsidiary/Parent /Sister Subsidiary/Co-subsidiary company experience (strike out whichever is not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature

(Name & Designation of Authorized person)

Annexure – I(a)

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR SUPPORTING COMPANY

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

This agreement made this ___day of ____month year by and between M/s. _____(Fill in the Bidder's full name, constitution and registered office address) Corporate Identity Number --------- hereinafter referred to as bidder on the first part and M/s._____(Fill in full name, constitution and registered office address of Company which hold _____% of the paid up share capital of the bidding company / Company in which it holds _____% of the paid up share capital. as the case may be) Corporate Identity Number ---------- hereinafter referred to as "Supporting company" of the other part:

WHEREAS M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148 has invited offers vide their tender No.___ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____[Supporting company] and whereas Supporting company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. _____(Bidder) will submit its bid to OIL for the full scope of work as envisaged in the tender document and liaise with OIL directly for any clarifications etc. in this context.

2. M/s._____ (Supporting company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Supporting company and accepted by the bidder.

3. The Bidder/Supporting company holds _____% paid up equity capital of the Supporting company/Bidder.

4. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

5. It is further agreed that for the performance of work during contract period bidder and Supporting company shall be jointly and severely responsible to OIL for satisfactory execution of the contract and extension of the contract beyond Primary term if any

6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of (Bidder) M/s. Witness: 1) 2)	For and on behalf of (Supporting company) M/s. Witness: 1) 2)

***

Annexure-I(b)

GUARANTEE BY THE SUPPORTING COMPANY / GUARANTOR (Experience)

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

WHEREAS

1. M/s Oil India Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number L11101AS1959GOI001148 and its Registered Office at Duliajan, Dist : Dibrugarh- Assam, India and having an office, amongst others, at Kakinada, Andhra Pradesh hereinafter called "OIL " which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number …… for …….. on …….

2. M/s ……. (Complete name), a company duly organized and existing under the laws of ……. (insert jurisdiction/country), having Corporate Identity Number ----------and its Registered Office at …….. (complete address) hereinafter called "the Bidder and or Contractor" as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have in response to the above mentioned tender, submitted their bid bearing number ……. to OIL.

3. The Bidder/Guarantor company holds _____% paid up equity capital of the Supporting company/Bidder.

4. The Bidder does not meet the Experience criteria required under the aforesaid tender.

5. The Guarantor company meets all the Experience criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

6. OIL is willing to consider the bid of the Bidder company only if the bid is accompanied with a guarantee from the Guarantor company guaranteeing technical support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

Accordingly, at the request of the Bidder company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to OIL and undertakes as follows:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder / Contractor company of any of its obligations under the Bid or the Contract that may be awarded in any respect, the Guarantor shall, immediately on receipt of notice of demand from OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the OIL and duly perform the obligations of the Contractor company to the satisfaction of the OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) including extensions if any under the contract that may be awarded to the Bidder/ Contractor.

3. The Guarantor shall be jointly with the Bidder / Contractor as also severally responsible to OIL for satisfactory performance of the contract that may be awarded to the Bidder / Contractor by OIL.

4. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the High Court of Andhra Pradesh, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

8. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to OIL, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within **30 days** from the date of Letter of Award, as guarantee for performance by the bidder/contractor.

The Guarantor hereby expressly agrees that if in the opinion of OIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of OIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to OIL, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding Company to OIL, in the prescribed format within **30 days** from the date of Letter of Award, as guarantee for performance by the bidder/contractor. The Guarantor hereby

expressly agrees that if in the opinion of OIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of OIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

(Strike through the clause whichever is not applicable)

9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance, and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting company)

M/s _____
Signature_____
Name_____
Designation_____
official seal_____

Witness: 1.
Signature
Full Name
Address

2. Signature
Full Name
Address

Instructions:

- The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies: - - - - - CEO, (or)
- any of the full time Directors at the Board level, (or)
- Proprietor in case of Sole Proprietorship concerns, (or)
- all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
- any official holding valid authorization for signing such agreements.

***

ANNEXURE-1(c)

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY BY THE SUPPORTING COMPANY / ULTIMATE CONTROLLING COMPANY (AS THE CASE MAY BE) OF THE BIDDING COMPANY.

PERFORMANCE GUARANTEE

Ref. No. _____Bank Guarantee No _____Dated _____

To,
OIL INDIA LIMITED
_____
_____

Dear Sirs,

1. In consideration of Oil India Limited having its Project Office at D. No. 11-4-7, (3rd Floor), Nookalamma Temple Street, Ramaraopet, Kakinada-533004, Andhra Pradesh (hereinafter referred to as OIL) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s_____ having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees.

Further, M/s _____ (Name of the Supporting company) having its registered / head office at _____(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the 'SUPPORTING COMPANY' shall furnish to OIL a performance guarantee for US$ ..... towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) _____ registered under the laws of_____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of US$ (in figures) _____ US Dollars (in words)_____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee

shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

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

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

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

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

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of the High Court of Andhra Pradesh, India.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to US$ (in figures) _____ US Dollars (in words) _____ only and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

All Claims of OIL (beneficiary) against this Bank Guarantee, shall be remitted by the .....(Bank's name to be inserted) to the following account of OIL only through electronic transfer of funds, unless otherwise specifically communicated by OIL:

Beneficiary Account Name: OIL INDIA LIMITED
Bank Name:
Branch: .....
Branch Code: .....
Bank Account No.: .....
SWIFT Code: .....

In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

Full name and official Full name, designation and address (in legible letters) address (in legible letters) with Bank stamp Attorney as per power of Attorney No.....

Dated .....

WITNESS NO. 1 ---------- ---- ----------
(Signature)
Full name and official address

WITNESS NO. 2 ----------
(Signature)
Full name and official address

***

ANNEXURE-II

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/ SISTER-SUBSIDIARY/ CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case maybe)

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

This agreement made on this ___ day of ____ month ____ year by and between M/s_____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148 has invited offers vide their tender No. _____ for _____ and M/s _____(Bidder) intends to bid against the said tender and desires to have technical support of M/s_____[Parent Company/Subsidiary Company -(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s._____(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.

2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract and extension of the contract beyond Primary term if any.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of (Bidder) M/s Witness: 1. 2.	For and on behalf of Parent Company/Subsidiary Company (Delete whichever not applicable) M/s Witness: 1. 2.

***

ANNEXURE-III

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

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

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

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India, and project Office in Kakinada hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number …….. for …….. on ……. M/s …….. (mention complete name), a company duly organized and existing under the laws of …….. (insert jurisdiction/country), having its Registered Office at …….. (complete address) hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number …….. to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

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

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

1. The Guarantor (Parent Company/ wholly owned Subsidiary Company (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company

3. The Guarantor shall be jointly with the Company has also severally responsible for satisfactory performance of the contract entered between the Company and OIL.

4. 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.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable)

M/s _____
Signature _____
Name _____
Designation_____
Common seal of the _____

Witness:
1) Signature_____
Full Name _____
Address _____

2) Signature _____
Full Name _____
Address _____

ANNEXURE-IV

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India and project office in Kakinada Andhra Pradesh has invited offers vide their tender No. _____ for _____ and M/s. _____(Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____(Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s._____(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.

2. M/s. _____(Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they

shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.

7. In witness whereof the parties hereto have executed this agreement on the date mentioned above. For and on behalf of (Bidder) For and on behalf of (Sister Subsidiary/Co subsidiary)

For and on behalf of (Bidder) M/s. Witness 1. 2.	For and on behalf of (Sister Subsidiary/Co-Subsidiary) M/s. Witness 1. 2.	For and on behalf of (Ultimate Parent / Holding Company) M/s. Witness 1. 2.

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

***

ANNEXURE-V

JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ……. this …….. day of …….. by M/s …… [Name of JV member with more than 26% stake] a company duly organized and existing under the laws of …… (insert jurisdiction/country), having its Registered Office at …… hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____[Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s _____ [Complete Name of JV member with more than 26% stake] and whereas M/s _____ [Complete Name of JV member with more than 26% stake] represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1. The Guarantor confirms it hold ……. (in percentage, should be more than 26%) stake in the M/s _____ [Name of the incorporated Joint Venture Company].

2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

3. The Guarantor have an annual financial turnover of minimum INR …….. during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

4. Net worth of the Guarantor is minimum INR …….. for the accounting year preceding the original bid closing date.

5. The Guarantor undertakes to provide financial support to ……. [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s _____ [Name of the incorporated Joint Venture Company].

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to …… [Name of the incorporated Joint Venture Company].

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s _____ [Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder) Witness: 1. 2.	For and on behalf of (Name of JV member with more than 26% stake) Witness: 1. 2.

***

ANNEXURE-VI

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India and project office at Kakinada, Andhra Pradesh has invited offers vide their Tender No. _____ for _____ and M/s _____(Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____[Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)] and Parent/Ultimate Parent/Holding whereas Company(Delete whichever not applicable)represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1.The Guarantor confirms that the Bidder is a wholly owned subsidiary of the Guarantor.

2.The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

3.The Guarantor have an annual financial turnover of minimum INR .....(or equivalent USD .....) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

4.Net worth of the Guarantor is positive for preceding financial/accounting year.

5.The Guarantor undertakes to provide financial support to the Bidder or executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder) Witness: 1. 2.	For and on behalf of Parent/Ultimate Parent / Holding Company (Delete whichever not applicable) Witness: 1. 2.

***

ANNEXURE-VII

FORMAT FOR UNDERTAKING ON LIMITING OF CHARGES

(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)

Tender No. …….

With reference to the Notice Inviting Tender, I/ We (Name of the bidder ----------) have gone through the tender documents more particularly the BEC clauses and noted the Content therein. I/We undertake that I/We shall abide by the Terms and Conditions of the Tender including BEC etc. It is further certified and confirmed that we have quoted the price within the limits specified in the tender for various parameters such as Mobilization charges and Repair Day rates etc.

I/We hereby give our consent and authorize OIL, having understood and agreed, in case the rates quoted are more than the above-specified limits, the excess amount quoted shall treated as per terms and conditions of the tender.

(Authorized signatory of bidder)

Seal:

Date:…….

Place:…….

ANNEXURE-VIII

UNDERTAKING TOWARDS BEC
(To be submitted on Bidder's letter head)

To,
Oil India Ltd., KG Project,
Kakinada-533004, Andhra Pradesh

Tender No.:

IFB No.: _____

I/We, the undersigned, declare that if I/we are found to have:

i. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or;

ii. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on;

iii. Rescission of contract (in case of JV) on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;

iv. On account of currency of debarment by any Government agency,

our bid shall be subject to disqualification.

Name and Signature of
Authorized Signatory and Company Seal

(Note: Above to be submitted by all members of consortium / JV partners / bidder & Supporting Company, as the case may be.)

***

EXHIBIT–I

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROMA BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

EXHIBIT–II

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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

Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

EXHIBIT–III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY(ToT)

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

APPENDIX-1

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To:
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

Sub: Undertaking/Declaration regarding financial standing

Ref:

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____
Date: _____

_____
(Name & Signature of the
authorised signatory of the bidder)

APPENDIX-2

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

To,
Executive Director
Oil India Ltd., KG Basin Project, D. No. 11-4- 7
Nookalamma Temple Road, Ramarao Peta,
Kakinada, Andhra Pradesh-533004, India

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref:

a. We, _____(Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b. We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

c. We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d. We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: _____
Date: _____

_____
(Name & Signature of the authorised signatory of the bidder)

APPENDIX-3

ESG Questionnaire for vendors and suppliers

			Response
1. Emissions	What was the GHG emission for the last financial year ?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
	What was the GHG emission per unit of revenue for the last financial year?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
2. Decarbonization strategy & targets	Do you have a Net Zero target? If yes, please state the year		
	Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?		
	Please state the target for reduction in next financial year	a) Scope 1 GHG emissions/emissions intensity	
		b) Scope 2 GHG emissions/emissions intensity	
	Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact)		
3. Waste & Water Mgt.	Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?		
	Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?		
4. Disclosures	Are your current emissions verified? If yes, please name the assuring body		
	Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology		
	Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating		

Suppliers and vendors may refer to the explanatory note below for any questions or clarifications pertaining to any of the questions above.

Explantatory Note-ESG Questionnaire for Suppliers & Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions:** Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions:** Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?

Emissions are typically calculated using the following formula:
GHG Emissions (kg CO2e) = Consumption data × Emission Factor

- **Consumption Data**: Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor**: Standard values published by organizations like the IPCC
  Examples:

1. **Fuel Consumption-Based Calculation (Scope 1):**
   - If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO_2e per liter, your emissions are: 1,000×2.68=2,680 kg CO2e
2. **Electricity Consumption-Based Calculation (Scope 2):**
   - If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg CO_2e per kWh, your emissions are: 5,000×0.4=2,000 kg CO2e

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24?	a) Scope 1: 10,500 kg CO_2e
	b) Scope 2: 8,200 kg CO_2e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO_2e per INR 1,000 revenue
	b) Scope 2: 1.8 kg CO_2e per INR 1,000 revenue

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target:** A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.

- **There are 2 types of defining the target:**

  Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).
  Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	Sample Response
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction
	b) Scope 2: 10% absolute reduction
Please provide information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

3. Waste & Water Management

Waste Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conversation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	Sample Response
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

4. Disclosures

Verification & Validation of Emissions Data

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.

- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.

- **ESG Ratings**: Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	Yes, validated by SBTi.
Are you rated by any of the ESGrating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

***

CHECKLIST-I

COMMERCIAL CHECK LIST

Bidder's Name:_____
TENDER NO. .....

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure (Bidder/JV/Subsidiary)	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	Whether Bid Security Declaration submitted	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of Contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices is Indian Rupees.	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:

17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19	Confirm submission of documents towards Local content of offered services. Certificate of Incorporation / Registration in India, Self declaration & CA certificate as per PP-LC notification to be submitted.	
20	Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: PP-MII or MSE?	
21	Confirm whether Udyam Registration Certificate has been submitted, in case availing MSE benefit.	
22	f availing benefit under PP-MII Policy, confirm that, percentage of Local Content has been mentioned in the bid and Undertaking (as per format given) towards compliance of Local Content requirement along with certificate from Statutory Auditor/Chartered Accountant has been submitted.	
23	Confirm whether the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in PQC/BEC of the tender document	
24	Confirm that you have submitted all documents as mentioned in the Tender	

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

Signature _____
Name _____
Designation _____
Office Stamp _____

****

CHECKLIST-II

TECHNICAL EVALUATION SHEET FOR BEC

Bidder's Name: _____

Clause No. of PQC/BEC, Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
	Yes	No	
1.0 GENERAL CONFORMITY AND VITAL CRITERIA FOR ACCEPTANCE OF BIDS: The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bids will be rejected in case the items and services offered do not conform to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / nonconforming bids may not be considered and rejected outright. All the documents related to BEC must be submitted along with the techno-commercial Bid.			

2.0 <u>ELIGIBILITY CRITERIA:</u> **The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.** Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference 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 (BEII) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (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 authorised 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 **Proforma-O**]. (c) The aforesaid undertaking of the bidder 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. [Format enclosed as **Proforma-O-1**]			

(d) Bidder to submit a copy of their Certificate of Incorporation / Registration in India.			
3.0 <u>TECHNICAL EVALUATION CRITERIA</u>: **3.1 Experience:** The Bidder should have experience of successfully executing & completing Drilling Fluid Engineering Services using Low Toxic Synthetic Oil Base Mud System (LTSOBM) in at least **01 (one) Offshore Well** in the last 07 years reckoned from the original bid closing date, under a contract with a Central / State Government / PSUs / Public Limited Company. **Notes to BEC Clause 3.1 above:** a) In support of the experience criteria under Clause No. 3.1 above, the bidder shall furnish the following documentary evidence (self-attested/attested): **(A)** Contract document/Work Order/Service Order showing detailed scope of work, **AND** **(B)** Job Completion Certificate or Service Entry Sheet (SES) or Certificate of payment or any other proof of completion of the work as defined above issued by the Client and supported by Client's certified Job Report showing the following: (i) Work Order No./Contract No., (ii) Nature/Number/Description of jobs done, and (iii) Date of commencement and date of completion. b) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) without SOW			

or Client's Feedback Form shall not be acceptable as evidence of experience. c) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of the parameter(s), as stipulated under Clause 3.1 above will only be treated as acceptable experience. d) Work executed through 'sub-contracting' shall not be considered for evaluation. e) Work executed by a bidder for its own organization/parent subsidiary/co-subsidiary/sister-subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC. f) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Note a. above. g) If the prospective bidder is executing a contract as per Clause No. 3.1 of BEC which is still running and the quantum of job executed prior to original bid closing date is equal to or more than the minimum prescribed quantum of job as mentioned in Clause 3.1 of BEC, such experience shall qualify for evaluation. h) The Contract(s) date need not be within the period specified in the tender, preceding the original bid closing date of the tender, however, the execution of work should be within the specified period preceding original bid closing date of the tender. i) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such			

Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL. j) Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date. k) **Bidders quoting under the following categories:** Bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 above, can also bid under the categories as listed below: 1) <u>Bids from Indian Joint Venture (JV) Company</u>: a) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 2013 and any amendment thereunder. JV agreement along with the share holding pattern should be submitted failing which bid shall be outrightly rejected. They should meet the technical qualification requirements as under: (i) The JV on its own shall meet the experience criteria as per Clause No. 3.1. **OR** (ii) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 3.1. <u>Note</u>:			

A.	In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno-commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract failing which bid shall be outrightly rejected. Similarly, under such a situation the contract shall be liable for termination, if already awarded.			
B.	Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/ subsidiary/ co-subsidiary/ sister subsidiary/ parent/ holding / affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.			
b)	Constitution of Joint Venture: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.			
c)	Members of the JV are not allowed to quote separately/independently / or through any other arrangement like part of any other JV/Consortium or Subsidiary/ Parent company/ co subsidiary against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.			
d)	Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price			

	bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer. 2) <u>Bids based on technical experience of Parent/Subsidiary Company:</u> (a) Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 above can also be considered provided the bidder is a wholly-owned subsidiary company of the parent company who fulfils the experience criteria prescribed under Clause 3.1. Similarly, bid from parent company can also be considered on the strength of requisite experience of its wholly-owned subsidiary. 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. (b) 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 (as per **Annexure-II**) and also a parent / subsidiary Guarantee (as per **Annexure-III**) to OIL for fulfilling the obligation under the Agreement, along with the technical bid. 3) <u>Bids from Sister Subsidiary/Co-Subsidiary Company:</u> Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 3.1 (a) & (b) above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:			

(a) Provided that the sister subsidiary/co-subsidiary 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 parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid. (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause 3.1 above and not through any other arrangement like technical collaboration etc. (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Annexure-IV**, between them, their ultimate parent/holding company, along with the technical bid. In the situations mentioned in Para Nos. k. (1) & (2) above, following conditions are required to be fulfilled/documents to be submitted: (i) Undertaking by the supporting company to provide an additional Performance Security (as per format and instructions enclosed as **Proforma-Q**, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall			

furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India. (ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor. (iii) In case the supporting company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited. **Bidders quoting under the categories as mentioned under Clause nos. k. 1, 2 & 3 above should provide the respective services including key personnel from the supporting company for a minimum duration of 50% of the contract period during execution of the contract. A declaration as per PROFORMA-V in this respect to be submitted as part of technical bid.**			
3.2 The Bidder should submit a laboratory test report issued by either ONGC, IDT-Dehradun or a reputed third-party laboratory of the formulations conforming to OIL's recommended parameters as per scope of work along with the technical bid. Bids not accompanied by a valid test report shall be rejected. Test report as mentioned above, received after date of opening of tender will not be accepted.			
3.3 Service crew: (i) The bidder should confirm to deploy the minimum number and the category of the crew personnel as indicated in the bid document. These personnel shall be included in the `List of Crew Personnel' in the Contract for the purpose of deployment and, for reduction of day rates due to short deployment. (ii) The experience of the personnel to be deployed under this contract shall be as per requirements stipulated in the scope of work of this bid document.			

(iii) Training to the Crew personnel: All the crew members should have undergone desired trainings as per requirement including OPITO approved Helicopter Underwater Escape Training (HUET). OR All the crew members should have undergone OPITO approved BOSIET – Basic Offshore Safety Induction and Emergency Training (with EBS), which should cover at least PST, FPFF/BFF, PSSR, EFA, HUET. **No personnel are allowed to go on offshore rigs/marine vessels without undergoing the above training.** (iv) **Confirmation in regard to Para 5 (i), (ii) and (iii) above is to be submitted along with the unpriced bid along with an undertaking** that "*In the event of award of contract, the details of all personnel i.e. experience data, proof of qualification etc., shall be submitted within 30 days of issue of Mobilization Notice or 45 days prior to commencement of contract (whichever later) and get approved by the Company before commencement of the work*".			
3.4 Mobilisation Period: Bidders are required to confirm that, they shall mobilize and deploy the Services along with the crew so as to commence operations at the designated offered location within **90 days** from the date of issuance of the Mobilization Notice by the Company. Offers quoting more than the above period will be out rightly rejected. i) The succeeding day of the issue of the Mobilization / Re-mobilization Notice shall be counted as Day 01 for the purposes of the Mobilization / Re-mobilization period. ii) Supply of all Consumables shall be in staggered manner as per OIL's well requirement.			
3.5 Vintage:			

Vintage clause for mud engineering services is given below: - Lab equipment as applicable shall be not more than **10 (Ten)** years old as on the original bid closing date. - Bidder has to submit relevant documents in support of this vintage clause.			
3.6 HSE Criteria: 3.6.1 The Bidder should have a valid HSE Management System (HSEMS) for quoted Service certified as per ISO: 9001, ISO: 14001 & OSHAS: 18001/ISO: 45001/ISRS on the date of the original bid opening date and should submit an undertaking that the certificate(s) shall be kept valid during execution of contract period. The documentary proof in the form of valid certificates should be provided along with the techno-commercial bid. 3.6.2 In case certified HSE management system is not available then the bidder must give an undertaking that he shall have the same in place during the period of mobilization so that specific certified HSE management system for the quoted Service is in place before the commencement of operations. 3.6.3 In case certified HSE management system for the quoted Service certified as per ISO: 9001, ISO: 14001 & OSHAS: 18001 /ISO: 45001/ISRS is not available, the bidder has to submit details of their HSE management system approved by its highest authority not lesser than a Director.			
4.0 <u>FINANCIAL EVALUATION CRITERIA</u>: **4.1** Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 64.44 Cr.**			
4.2 Net worth of the bidder must be Positive for the financial / accounting year			

preceding the original bid closing date. **Note:** i. **Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realization 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). ii. **Net worth shall mean:** "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".			
4.3 If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 4.1 & 4.2 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 26% stake in the JV Company and the following need to be complied/submitted: i. Annual Financial Turnover from operation of the member having more than 26% stake in the JV during any of preceding 03 (Three) financial / accounting years from the original bid closing date shall be as per Clause 4.1 above. ii. Net worth of the member having more than 26% stake in the JV (supporting company) should be positive for the financial /accounting year preceding the original bid closing date as per Clause 4.2 above. iii. Corporate Guarantee (**Annexure-V**) on the letter head of the member having more than 26% stake in the JV 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. iv. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till execution of the contract is accomplished. v. A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.			
4.4 In case the bidder is a subsidiary company (should be a 100% 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: i. Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per Clause 4.1 above. ii. Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the financial / accounting year preceding the original bid closing date as per Clause 4.2 above. iii. Corporate Guarantee (**Annexure-VI**) 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. iv. 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. Note: The above certificate should not be more than 30 days old as on the original bid closing date.			
4.5 Notes to BEC Clause B., 4.1 & 4.2 above: a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid: (i) Audited Balance Sheet along with Profit & Loss account. **B. OR** (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-H**. <u>Note:</u> i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.			
4.6 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 **PROFORMA-L.**			
4.7	In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.			
4.8	Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above.			
5.0	**COMMERCIAL EVALUATION CRITERIA**:			
5.1	Bids shall be submitted under Single-Stage Two-Bid System i.e. Technical Bid and Priced Bid separately in designated area/ tab in GeM portal respectively. The Un-priced techno commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.			
5.2	The prices / rates offered quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates / prices quoted must be net of all discount.			
5.3	Bids with shorter validity (i.e., less than **120 days** from the scheduled bid closing date) will be rejected as being non-responsive.			
5.4	Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG Project Office) before bid closing date &			

	time. The original bid security should necessarily be submitted in physical form, in a sealed envelope, prominently super-scribing tender reference and details of bidder. A scanned copy of the bid security shall however be uploaded in GeM portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document/NIT of GeM Tender. Bid without proper & valid Bid Security shall be rejected.			
5.5	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-J 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 that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.			
5.6	Bids submitted after the Bid Closing Date and Time will be rejected.			
5.7	Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.			
5.8	Bid documents are non-transferable. Unsolicited bids will not be considered and will be straightway rejected.			
5.9	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 initialled by the person or persons who has/have digitally signed the Bid.			
5.10	Any Bid containing false statement will be rejected			
5.11	Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.			

5.12 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **"Price Bid Format"** of Bid Document; otherwise, the Bid will be summarily rejected.			
5.13 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected. i. Firm Price ii. Bid Security Clause iii. Scope of Work iv. Specifications v. Price Schedule vi. Period of validity of bid vii. Liquidated damage and penalty clause viii. Performance Guarantee clause ix. Arbitration / resolution of Dispute x. Force Majeure xi. Acceptance of jurisdiction and Applicable Law xii. Tax Liabilities Clause xiii. Safety & Labour Law xiv. Termination Clause xv. Integrity Pact xvi. Insurance xvii. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.			
5.14 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **APPENDIX-1** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.			
5.15 The bidder shall submit an undertaking/declaration as per **APPENDIX-2**. confirming that they have read and understood OIL's Banning Policy and that,			

	neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.			
5.16	The originals of the documents submitted by the bidder shall have to be produced by the bidder(s) to OIL as and when asked for.			
6.0	**PRICE EVALUATION CRITERIA:** The parties whose bids conform to the technical specifications, terms and conditions stipulated in the bidding document and are considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above and such bids will be considered for further evaluation as per the Price Evaluation Criteria given below:			
6.1	The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section-III and the summarized Price Bid Format vide enclosed **PROFORMA-B**.			
6.2	In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.			
6.3	Priced Bids shall be evaluated taking into account the Price quoted as per **Proforma-B/ Price Bidding Format** including quoted GST.			
6.4	Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.			
6.5	The quantities shown against each item in the "Price Bid Format (i.e. in **Proforma-B**)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days / parameters for various operations are only for the purpose of evaluation of the bid			

and the Contractor will be paid on the basis of the actual number of days / parameters, as the case may be.			
6.6 Priced Bid Evaluation i) Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per **PROFORMA-B**. ii) Total operating cost of personnel (Total cost of the line items 1-7 of Table-D of the price bid) shall not exceed 4% of the total contract cost. iii) The base oil price to be quoted under Table-A of Price bid format, is comprised of fixed component and variable component. The variable component will be equivalent to monthly average of Gas Oil Index (MOPS GO 50 PPM) of the previous month of NIT date; e.g. if the tender is published in the month of March'2026, average MOPS GO 50 ppm for the month of February'2026 will be taken for evaluation purpose. iv) The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price **[Srl. No. T of PROFORMA-B]** inclusive of all liabilities and GST.			
6.7 Customs Duty: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty (BCD Nil & concessional IGST) subject to conditions specified therein (Condition No. 48). The Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 30/2024-Customs dated 23.07.2024 and subsequently vide Custom Notification No. 45/2025-Customs dated 24.10.2025 (S. No. 229 of Table I, List 16, and Condition No. 28). Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024-Customs dated 23.07.2024 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of 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. 30/2024-Customs dated 23.07.2024 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. 30/2024-Customs dated 23.07.2024, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence. 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. Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A 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-A submitted by the bidder. **Note:** a) The customs notifications are subject to change as per Government guidelines			

and the provisions ruling at the time of Bid Closing will be applicable. b) The Bidder has to re-export the items / equipment / consumables after completion of the contract in case of imported items / equipment / consumables. The bidder will be fully responsible to pay the customs duty in case the items / equipment / consumables are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues Essentiality Certificate for availing concessional customs duty for import of goods. c) OIL will allow block transfers and issue Essentiality Certificate against applications only when Transferor and Transferee are same.			
6.8 Purchase Preference Clause: Purchase Preference to Micro and Small Enterprises is applicable for this tender. **I) Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs: • Udyam Registration Number with Udyam Registration Certificate In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed. II) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. The price matching shall			

be done in the following order of preference: 1) SC/ST Women owned MSEs 2) SC/ST owned MSEs 3) Women owned MSEs 4) Other MSEs If any MSE bidder, irrespective of its social category or gender, emerges as L1, 100% order/contract quantity shall be awarded to them. III) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference. IV) Provisions such as seeking support from another company by way of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary company's experience / consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/ Subsidiary/ Sister Subsidiary / Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is / are also a MSE's. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit. **A) 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 16th September 2020 (and 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. Bidders to check the provisions of the Notification 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.			
6.9 Award of Contract: Contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.			
7.0 GENERAL NOTES: i. In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by 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. ii. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer. iii. If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail. iv. Bidder(s) must note that requisite information(s)/financial values etc. as			

required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

v. 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.

vi. The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

vii. Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

8.0 **VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA)**:

8.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

	Name of Independent Inspection Agency	**Contact E-mail ID**
i.	M/s. Alfred H Knight India Pvt. Ltd.	a. rkjain@ahkgroup.com b. pradeep.mathur@ahkgroup.com c. info@ahkgroup.com

ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com				
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in				
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com				
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com				
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com				
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial services@irclass.org b. Bhavesh.satam@irclass.org				
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com				
ix.	M/s Gulf LIoyds (India) Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com				
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com				
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com				

xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

8.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

8.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it

is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. **8.4** The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to: (a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance. (b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract. (c) Verification/Certification of documents are normally categorized as under: **i General Requirement:**			

	• Check Bidder's PAN Card • Check Bidder's GST Certificate • Check Bidder's Certificate of Incorporation • Power of Attorney **ii Additional Documents: (If applicable against the tender)** • Bidders general structure and organization • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc. **iii Technical Criteria** • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. • Health, Safety and Environmental Management Policy **iv Financial Criteria** • Line of credit, if incorporated in the tender. **Notes:** (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency. (ii) Undertaking from TPI Agency as per format (**PROFORMA-S**) enclosed should be submitted along with the Bid.			

(iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**			
9.0 **Document Authenticity Undertaking**: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-K**.			
10.0 **LAND BORDER SHARING:** Bidders should submit an Undertaking that, their bid is compliant to Order No. **F.No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India. Formats for submission of undertaking is enclosed as Exhibit -I, II & III.			
11.0 **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.			

****END OF BEC Checklist****