बिड संख्या/Bid Number: GEM/2025/B/7001325
दिनांक /Dated: 16-12-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	31-12-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	31-12-2025 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 services for Acid Treatment / Fracturing for 02 wells in Andaman Offshore Blocks
समान श्रेणी/Similar Category	• Oil and Gas Drilling Service
अनुबंध अवधि /Contract Period	6 Month(s) 1 Day(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	1
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	5 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	9065408

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).	12

(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 :

Sr. Manager (C&P)
Oil India Limited, OIL INDIA Limited, OIL INDIA Limited, Ministry of Petroleum and Natural Gas
(Tanushree Agrawal)

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 - 1765775227.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:1765859360.pdf

Instruction To Bidder:1765859387.pdf

Pre Qualification Criteria (PQC) etc if any required:1765859394.pdf

Scope of Work:1765859406.pdf

Payment Terms:1765859411.pdf

GEM Availability Report (GAR):1765859420.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1765859921.pdf

Custom Bid For Services - Hiring Of Services For Acid Treatment / Fracturing For 02 Wells In Andaman Offshore Blocks (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of services for Acid Treatment / Fracturing for 02 wells in Andaman Offshore Blocks
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

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परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Tanushree Agrawal	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	1	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. **Generic**

   Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

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, conditons 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 services for Acid Treatment / Fracturing for 02 wells in Andaman Offshore Blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 in a period of 06 (six) months.

GeM Availability Report ID: GEM/GARPTS/13122025/BQNWHWQN3FM7

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 services for Acid Treatment / Fracturing for 02 wells in Andaman Offshore Blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 in a period of 06 (six) months.** 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 portal
c)	Bid (Technical) Opening Date & Time	:	As mentioned in GeM 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 CGM (KGB & MBP) - HoD, 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 90,65,408.00/-** (Regarding exemption from submission of bid security/EMD, bidder to refer Clause **9.0** 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 CGM (KGB & MBP) - HoD, 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	:	OIL's operational areas in offshore Indian Waters
n)	Pre-Bid Conference	:	Not applicable for this tender
o)	Mobilization Time	:	• Kickoff Meeting & Data Collection: Within 10 days from the date of Mobilization Notice. • Arrival of Contractor's Stimulation Equipment at Shore Base for on hire survey: Within 70 days from date of issuance of Mob Notice.
q)	Duration of the Contract	:	This Contract shall remain valid for a period of **06 (six) months from the date and time of commencement, extendable by another 06 months at the same rates and terms &**

			conditions or for 02 wells 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	:	**CGM (KGB & MBP) - HoD** Oil India Ltd., KG Basin Project D. No. 11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada Andhra Pradesh-533004, India

3.0 Pre-Bid Conference: NA

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 CHIEF GENERAL MANAGER (KGB & MBP)-HOD

Date: 16.12.2025

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:

a) Introduction and Forwarding Letter
b) Instruction to Bidders (ITB)
c) General Conditions of Contract
d) Scope of Work (SOW)
e) Special Conditions of Contract (STC)
f) Bid Evaluation Criteria – Bid Rejection Criteria (BEC/BRC)/Pre-Qualifying Criteria (PQC)
g) SOR
h) 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:

The bidders must enter an all-inclusive price (including GST) against the "**OFFER PRICE – AA 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.

Note: 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 (**Proforma-P**) and the appropriate Price Schedule furnished in their Bid and upload the same along with their bid.

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 customs duty which will be borne by the Company) and taxes (excluding GST) and other cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. 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 by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Kakinada. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of 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:

CGM-C&P (KGB & MBP)
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 **CGM (KGB & MBP) - HoD** on or before the stipulated bid closing date and time otherwise bid will be rejected.

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

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

8.9 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.

8.10 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.

8.11 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.

8.12 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.

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

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

8.15 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.

8.16 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.

8.17 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).

8.18 **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.**

8.19 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.

8.20 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 Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary Company's experience / JV bid / Consortium, 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 (EMD exemption, Purchase Preference, etc.) reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s). In case of submission of consortium bids, all the members of the consortium including the leader of the Consortium should be eligible MSE in order to avail the benefits reserved for MSEs.

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 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:

CGM-C&P (KGB & MBP)
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.

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. Shri Ram Phal Pawar, IPS (Retd);
E-mail: rpawar61@hotmail.com

b. 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 Purchase Preference Policy - Make in India - 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 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

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.

(END OF ITB)

Part-3

SECTION-I

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 PERFORMANCE SECURITY:

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 LABOUR LAWS:

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

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

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

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

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

applicable Labour laws.

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

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

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

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

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

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

36.0 STATUTORY REQUIREMENTS:

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

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

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

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

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

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

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

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

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

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

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

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

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

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

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

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

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

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

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

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

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

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

disclosure to COMPANY:

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

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

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

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

40.0 SEVERABILITY:

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

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

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

(*END OF SECTION–I, PART–3*)

SCHEDULE 1

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

MODULAR STIMULATION SERVICES PACKAGE FOR ACID TREATMENT / FRACTURING & CTU-FPU SERVICES

OIL intends to hire Modular Stimulation equipment package for carrying out Acid Treatment / Fracturing and Coil Tubing operations in 02 (Two) offshore wells of AN-OSHP-2018/1 & AN-OSHP-2018/2 blocks in Andaman-Nicobar Offshore area, India with another 01 optional well in Indian Waters as mentioned below on call out basis as per requirement.

To provide services for stimulation through acid treatment / Fracturing / multi-stage acid fracturing jobs and CTU assisted services like cleanout, activation, Nitrogen activation services (NPU Services will be provided by company from well testing services) in exploratory offshore wells in AN-OSHP-2018/1 & AN-OSHP-2018/2 blocks in Andaman-Nicobar Offshore area, India. The Bottom clean out & Activation shall be done with Coiled Tubing and Nitrogen unit placed on the Rig platform. The acid treatment /fracturing jobs shall be done employing Modular stimulation equipment package on Semisubmersible (Blackford Dolphin) / jack up rig provided by OIL. OIL may, however, utilize this contract for any of the wells of the same block or any other blocks based on its sole discretion.

SCOPE OF WORK

To Design and provide Acid Treatments/ Fracturing services in exploratory offshore wells of Andaman blocks in Eastern Offshore with all related equipment and chemicals with Semisubmersible / Jack up Rig in place. The jobs shall be done by positioning and connecting the pumping lines of the modular stimulation package on Semisubmersible rig or jack up rig provided by OIL.

To provide Modular Coil Tubing operations connected alone or with OIL's existing Nitrogen pumping services in exploratory offshore wells of Andaman blocks in Eastern Offshore with all related equipment and chemicals. The Bottom clean out & Activation shall be done with Coiled Tubing unit and OIL's existing Nitrogen unit placed on the Semisubmersible Rig / Jack up Rig. Coil Tubing assistance would also be taken for placing the Acid against the zone before the main acid/ fracturing treatment is pumped as per the job requirement.

It is not the intent of the Scope of Work and accompanying Technical Specifications to cover every component, sub-system, or minor detail of the equipment and outfitting on the Rig / Vessel (for transfer) provided by OIL. Therefore, any material or parts, the omission of which would be detrimental to the serviceability of the equipment and the inclusion of which is generally accepted Good Shipbuilding / offshore operation Practice, shall be provided by the Contractor.

Acid Treatment / Fracturing Services:

Acid treatment/fracturing jobs shall be carried out in the zones / wells as part of the well program in reservoirs of Offshore Andaman field having well depths in the range of

1400 m to 4250 m. Multi-stage fracturing jobs may also be carried out in each well, if required. Based on lithology, it is expected to carry out maximum 4 nos. of jobs in two wells. Zonal isolation shall be done by using bridge plugs or sand plugs with / without cement plugs by Company. All operations shall be carried out through 10 K Modular stimulation package equipped with all required equipment, tools, chemicals and other consumable materials. Technical specifications of the equipment are given at **Attachment-II**.

Technical specifications of all these equipment /packages should be capable of Floater/Semi-submersible Rig based well operations.

The stimulation jobs shall be performed on the semisubmersible rig (Blackford Dolphin) as per the requirement and the modular stimulation equipment package shall be installed at semisubmersible rig provided by OIL for job execution depending on the type of rig. The duties expected from these equipment shall be as per **Attachment-I**.

The contractor shall carry out, Mobilization, Preparation and Execution of Acid Treatment / Fracturing of 02 Wells within 150 days from the date of issuance of mobilization notice as below:

Completion milestone	Elapsed time frame from the date of start of the job
A) Kick off Meeting at Kakinada and data collection	Within 10 days of Issuance of Mobilisation Notice
B) Arrival of Contractor's Stimulation Equipment at Shore Base for on hire survey	Within 70 days of Issuance of Mobilisation Notice
C) Onhire survey of Contractor's Stimulation Equipment	Within 75 days of Issuance of Mobilisation Notice
D) Spotting & Sea fastening of Contractor's Stimulation Equipment	Within 5 days from loading on to the Rig

The contractor shall also make all effort to mobilize the contractor's equipment, tools, manpower etc., within the less time than mentioned above upon OIL's request on need basis.

The contractor shall submit the required work program for Acid Treatment / Fracturing according to which OIL shall carry out the well completion with 10K psi differential pressure retrievable Packer through OIL's existing well testing service contract to prepare the wells for Acid Treatment / Fracturing. As per the suggested work program, any requirements for Tubing string, DST (as applicable), retrievable packer and perforation shall also be provided by OIL. Any specific requirement for stimulation jobs like acid, solvent, scale removal etc. if required shall be mentioned in the proposal plan which shall be executed by the contractor. Such work program shall include, but not limited to, any specific requirement like perforation, tubing string details, pumpable volume, rate & pressure, packer setting depth, interdependent activity required from other service providers, execution timelines & methodology etc., **The final work program shall be approved by the COMPANY**. The contractor shall make necessary suggestions /changes, if required, as per OIL for finalization.

The responsibility for the mobilization of resources of the Contractor shall lie with the Contractor. The information and planning in this regard will be reviewed by Company for execution as per plan.

Inspection of site (at Shore Base, port, Rig) prior to mobilization shall be done by contractor. All handling equipment and logistic support like crane, trailer/truck, fork lifter etc. required till company's shore base will have to be arranged by the contractor.

The sea fastening / fitment of the Acid Treatment / fracture equipment, CTU-FPU onto the rig will have to be arranged by the contractor.

The contractor has to make its own boarding and lodging arrangements along with the transport system for the mobilization/demobilization of its personnel on land.

Contractor to establish a base camp at Kakinada for storage of equipment / materials / maintenance etc. All responsibility of storage and handling will be on the Contractor.

Coiled Tubing Services:

Coiled tubing with associated equipment, tools and accessories shall be placed on the semisubmersible rig or jack up rig for carrying out milling / clean out / activation / stimulation / cement clearing jobs etc. required as per well program. Technical specifications of the equipment and tools are given at **Attachment II**.

Fluid Pumper Services:

Fluid Pumper Unit (min 10 K) with associated treating irons shall be placed on the semisubmersible rig or jack up rig in conjunction to work with CTU Services for milling / clean out / stimulation / cement clearing jobs etc. required as per well program.

Nitrogen Unit Services (Already available as OIL's Well Testing Services):

10 K Nitrogen unit with associated equipment, tools and accessories will be made available through OIL's existing well testing service contract and will be placed on the semisubmersible rig or jack up rig for carrying out activation jobs etc. required as per well program.

Services to be provided by the Contractor:

1.0 To provide experienced & competent personnel to perform Acid Treatment / Fracturing, Well clean-outs / Activation/ milling/ cement clearing / CT associated services with all modular packages of stimulation equipment and Coil Tubing Operations on the rig in a professional manner following internationally recognized safe practices.

1.1 The Crew will be provided with personal protective equipment, operational and safety kits, which include but not limited to boiler suit, a helmet, a pair of safety shoes, safety goggles & earmuffs, etc.

1.2 Compliance of all statutory requirements of Govt. of India for expatriates.

1.3 All the personnel to be deployed in offshore should have the following training certificates:

a. Personal Safety & Social Responsibilities,
b. Proficiency in Elementary First Aid,
c. Personal Survival Techniques, and
d. Fire Prevention and Fire Fighting
e. Helicopter Under water Escape Training
f. H_2S (Hydrogen Sulfide) safety training

The above trainings have to be done from any of the DG Shipping approved Institute as per STCW'95 or amendment thereof required by DG Shipping or equivalent. Certificates of OPITO approved training meeting above requirements shall also be acceptable.

For expatriate personnel having training certificates from locations abroad, Contractor has to arrange the certificate endorsement from any of the DG Shipping approved Institute.

The validity of each certificate shall be considered as mentioned in the certificate issued by the Institute.

1.4 To provide a Base manager for co-ordination and follow up of Offshore Operations including Rig & vessel co-ordination for safe and timely job execution. The Base Manager will be responsible for smooth operations as well as maintenance of all equipment provided by contractor and deployment of complete crew. The Base Manager will have suitable office accommodation and all secretarial assistance required to enable him to carry out his responsibilities. Base Manager will be responsible for all matters arising out of this contract and ensuring smooth execution of the contract and will be the primary point of contact between the company and the bidder.

1.5 To keep Stimulation / Coil Tubing equipment & systems in readiness for operations at all times unconditionally. The contracted services / jobs may have to be carried out on round the clock basis at all offshore installations. The necessary inventory of stores & spares needs to be maintained on the rig for uninterrupted operations. Certain spare Equipment with prior approval of OIL can be maintained at the shore base as well due to various constraints and incase of failure of primary equipment, time will be provided to contractor to fetch the backup from the Shore base. The responsibility includes customs clearance & payment of customs duty on the stores & spares imported for the operations and maintenance at the Rig (if applicable).

1.6 <u>RESIDUAL LIFE OF EQUIPMENT AND TOOLS</u>:

The residual life of all the Stimulation Equipment(s), Acid, FPU and CTU equipment shall not be less than 5 (Five) years as on the original bid closing date of the tender. The equipment(s) should have been re-certified by the third-party certifying agencies viz: LRDISI, ABS, Oilfield Audit Services Inc., DNV GL, Bureau Veritas India Pvt Ltd (BV) and OMCI in the last one year from the original bid closing date and the certificate shall be kept valid for the contract period. All credentials such as manufacturing documents, linking serial nos. embossed on the equipment's offered with detailed specifications, must be submitted before mobilizing the equipment and also at the time of on-hire survey.

1.7 SUPPLY BASE:

The Bidder's onshore supply base should be equipped with all the facilities which may be required if the equipment / tools are required to be changed / serviced/ repaired and which cannot be done at the Drilling rig. This requires good coordination between the Drilling rig and the Bidder base during Acid Treatment / Fracturing Services. All costs associated with establishing and running such a facility will be to the Bidder's account.

The transportation of their equipment / tools from and to their supply base to OIL's Shore Base at Kakinada is Service Provider's responsibility at their own cost.

1.8 TOOLS/EQUIPMENT/SPARES/CONSUMABLES:

The Bidder shall provide tools/equipment for the complete services. Such equipment & tools shall be safe for operation meeting HSE / Statutory requirements and effective. The Bidder shall keep sufficient back up tools and equipment, spares, elastomers, redress kits, etc. in order to ensure uninterrupted services. An indicative list of tools and equipment are given in this scope of work. Any additional tools/equipment/spares/consumables required to fulfil the scope of work but not covered in the list are also to be supplied by Bidder at no extra charge.

1.9 The Bidder shall provide complete Acid Stimulation/frac, FPU & CTU equipment (along with tools & accessories) and compatible X-overs, if required, suitable for well conditions along with operating crew to carry out acid treatment / fracking of the offshore wells. The Bidder shall provide the necessary documentation and equipment details as required by the Rig's Warranty Surveyor, M/s DNV to get the same vetted and for the acceptance of equipment and their placement on deck, cooling requirements etc. The Bidder shall be responsible for ensuring that all the equipment provided satisfies Warranty Surveyors (M/s DNV) requirements/acceptance. If required, the bidder will be responsible for replacing the equipment to satisfy Warranty surveyor's requirements at no additional costs. Any certification required by the Rig Service provider for onboarding the equipment on Rig, the service provider shall comply the requirement without any additional cost implication to company. Bidder's all Stimulation Equipment for Acid Treatment / Fracturing shall be Rig Safe (all Rig Safe equipment should have been certified by OIL's approved third-party inspection agency) while CTU – FPU equipment shall be Zone II complaint.

1.10 For Stimulation package vetting, following activities would be required:

a) Submission of all documents stated in Rig Warranty Surveyor's (M/s DNV) Memo on stimulation by the service provider.

   i. Stimulation Job Design Report including Process P&ID & Layouts
   ii. Any other Equipment details

b) Layout review to check the loading on the rig to ensure sufficient structural strength (Rig service provider's responsibility).

c) Sea fastening Study to design adequate securing for all stimulation equipment, using 17deg list condition with an additional 10deg static angle applied to reflect inertial forces due to rig motions in the damage condition.

d) Staging of all equipment at an onshore location for warranty Surveyor (M/s DNV) inspection prior to shipping, including certificates.

e) Offshore Inspection and Testing by warranty Surveyor (M/s DNV) after installation

f) Immediate to issuance of Mobilisation notice, the successful contractor along with Rig team shall **evaluate** the following critical aspects before deploying the proposed equipment placement:

- Structural Integrity & Deck Loading:
  Verification of deck load capacity against the gross weights and load distribution of each unit, especially fluid-filled tanks, and CT spools.

- Deck Protection Measures:
  Implementation of protective matting or steel plating where necessary to prevent damage to deck surfaces.

- Based on the outcome of above evaluation, Rig will carry out Assessment of Rig vessel trim and stability study with the added weight and provide plan for distribution of equipment, particularly during dynamic operations. Accordingly, the successful bidder shall spot their equipment with necessary sea fastening materials (including load distribution).

- Operational Access & Clearance:
  Ensuring safe and unobstructed access for personnel, emergency egress, and equipment manoeuvrability during acid frack and CT operations.

- Simultaneous Operations (SIMOPS):
  Coordination with ongoing production testing and other rig activities to avoid interference or safety conflicts.

- Approval & Compliance:
  Final confirmation from Structural, Marine, HSE, and Operations teams to ensure compliance with rig safety standards and procedures.

After addressing the above considerations with respect to safety of the proposed layout, necessary approval from Rig & Rig Warranty Surveyor (M/s DNV) shall be secured.

A few key notes for stimulation service provider related to the above requirement:

a) Equipment Certification must be up to date, i.e. inspection & testing records.

b) Ex Inspection compliance.

c) Layout must consider adequate escape ways.

d) For use of planned chemicals, special storing and handling from the arrival onboard and throughout operations is required.

e) All connections to rig equipment must have minimum double isolation & pressure bleed off installed

1.11 The following reports are to be submitted through Base Manager. Formats for the reports will be supplied at the time of actual deployment. This reporting system can be modified by OIL at their discretion to meet any requirements:

a. Daily Safety Report
b. Daily Equipment Status Report,
c. Daily Report giving all the details on Stimulation Jobs, Coil Tubing Jobs
d. Daily Chemicals/Fuel Consumption Report
e. Occurrence Report for Major Incidents (Weekly)
f. Daily Near Miss Report
g. Investigation/Remedial Reports for Major Incidents
h. Any other reports that would be introduced by OIL as per the requirement.

1.12 To report any unusual occurrence noticed breakdown, accident and operational issues with equipment etc. immediately to OIL by written confirmation and should be followed by detailed investigation/remedial report.

1.13 The area of operations is normally the Andaman Offshore area. However, depending upon job requirement, these equipment may be deployed anywhere in Indian waters.

1.14 Bidder has to carry the fitment of modular stimulation equipment on the Rig within the stipulated time by practicing the highest safety standards and the standard operating procedures. All these stimulation equipment to be functional tested individually and wet test has to be carried out. Bidder has to ensure to obtain satisfactory report of successful wet test from OIL before taking up each well for stimulation job. All applicable cost towards necessary rig warranty survey or inspection and or statutory clearances for bidder's equipment shall be borne by the contractor without any additional cost to company.

1.15 To keep pressure test/functional test reports of the Stimulation Equipment & other equipment of the campaign at all the times by periodical surveys by respective agencies.

1.16 The successful bidder will submit a detailed project execution plan to the company on the day of kick-off meeting. The Company will review the same and advise the Bidder if there are any comments or suggestions, returning a marked-up copy, if required. The Bidder will incorporate all the comments and resubmit for final approval. The Project Execution Plan will be consistent with the requirements of the Contract and this Scope of Work.

1.17 The official language of the Contract will be English. Accordingly, all written & verbal communications will be in English only.

1.18 The Contractor will take all necessary measures to protect the personnel, work and facilities and will observe safety rules and regulations of OIL provided to the Contractor. No smoking or flames will be permitted while working on or nearby the Unit handling hydrocarbon or where the atmosphere contains explosive mixture. No hot job will be carried out while working in hazardous areas without written hot permit from OIL.

1.19 The Contractor will report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and to immediately take emergency control steps to avoid any abnormal situation.

1.20 Regular meetings will be held for better interaction & coordination on compliance to the Contractual requirements. The Contractor must ensure participation of Base Manager and any other concerned personnel for the referred meetings. Prior approval should be obtained for the substitute base manager.

1.21 Consumption of alcohol & drugs and photography are strictly prohibited onboard rigs. Any breach of this discipline will be viewed seriously and the personnel found guilty will be deported. The Contractor will replace any of the crew personnel deported on this account at their own cost.

1.22 The Bidder will provide interface management to ensure resolution of all technical issues encountered at any interface between itself and the Company's other Bidders / contractors such as that for Flow Head, DST equipment supplier or completion equipment supplier, well testing equipment, Nitrogen pumping unit, Completion/ Drilling Fluids supplier and any other Testing related services, and will prepare, organize, monitor, and participate in Interface Meetings, wherever necessary.

1.23 The proposed deployment of the hired equipment and personnel commences from the date of completion of mobilization and will be valid for a contract validity period and extend till the actual date of completion of operation under progress in the well, whichever is earlier.

1.24 The equipment will be technically in operating conditions throughout the contract period.

1.25 In case the CONTRACTOR's equipment does not operate on any day due to technical problem of OIL, standby rate will be payable for such non-operating day.

1.26 <u>Services to be provided by OIL</u>

OIL will provide the following services at their expense for the execution of the Contract:

1.26.1 Transportation of crew to & fro from Offshore through OIL's helibase /offshore designated base.

1.26.2 Nitrogen Pumping Unit with crew and consumables required for flow-back operations will be provided by company from existing well testing services.

1.26.3 To make available to the Contractor's personnel, when present in the Offshore, medical assistance as available in case of emergencies including medical evacuation to base if required.

1.26.4 To use OIL's communication facilities at offshore for coordination with Contractor Base/ OIL office.

1.26.5 To provide supply vessel assistance for transportation of Contractor's materials to and fro from Offshore through OIL's base including loading and unloading facilities at both the ends.

1.26.6 To provide Fuel (HSD) and Drill Water for stimulation operations. However, the POL other than fuel will be supplied by the contractor.

1.26.7 Transportation of chemicals for Acid treatment / Fracturing to & fro from Offshore through OIL's onshore supply base.

1.26.8 Transportation of chemical and equipment package for CTU equipment to & fro from Offshore through OIL's onshore supply base.

1.26.9 To provide jetty & Crane assistance while modular stimulation package is installed / fitted / removed / uninstall on the rig.

SCHEDULE 2

Installation of Modular Stimulation Package on Rig

2.1 Installation and Dismantling of Contractor's Modular Stimulation Package on OIL's Rig:

OIL shall provide a Semisubmersible Rig (*or may be Jack-up, in case of optional well*) having deck area of approx. 2100 to 2500 sq. ft to install Acid Treatment/Fracturing Equipment on riser deck area and CTU-FPU equipment on upper deck area. Bidder shall propose a modular stimulation package spread to be installed on such a Rig.

The "Wet Test" of stimulation equipment package will be carried out at onshore as a part of on-hire survey and or Rig warranty survey as applicable. After wet test at Onshore, stimulation Equipment package will be installed on OIL designated rig and Wet test shall be carried out as per jobs requirement.

Once the loading of equipment starts in Rig for fitment / installation then only lump-sum fitment charges will be applicable for the entire duration of fitment and successful wet test after fitment.

Bidder shall provide the detailed activity plan for mobilization, wet test, fitment and wet test on the rig.

Bidder has to make suitable arrangements for storing Dry / Liquid chemicals to keep them in good & usable condition in all weather conditions.

General arrangement plan indicating riser deck and upper deck area with dimensions should be submitted by bidder. For drafting the layout plan specifications of Blackford Dolphin Rig can be taken as basis.

Bidder shall provide the detailed activity plan for dismantling the equipment from the OIL's provided Rig.

Bidder shall complete the dismantling of equipment from the OIL's provided rig within **03 days** from the date of de-mobilization notice.

Bidder needs to complete equipment spotting, sea fastening, installation & wet test on the rig within 05 days from the date of company's advise to commence operation after boarded to Rig.

2.2 Communication

- Bidder shall have VHF radio sets and minimum 5 Nos. of Intrinsically safe walkie-talkies to have proper and adequate communication.

2.3 Other Equipment:

- Should have at adequate quantity of required Iron, fitments, changeovers & connections for offshore stimulation job rig up / well head connection.

All changeovers are to be integral and working pressure of 10000 psi with Test Certificates indicating the API Grade.

- All connections, required manifolds and transfer hoses for loading Acid, Water & HSD at Shore Base. Transfer pumps with transfer hoses and air hose connections for handling / transferring liquid chemicals at Shore Base.

- All other material required for proper performance of the contract should be adequately available onboard. List of such equipment should be included in the bid.

SCHEDULE 3

3. CONTRACTOR'S PERSONNEL

3.1 Personnel to be mobilized under regular category

The Contractor shall provide crew for Stimulation / Acidization services and CTU services.

The contractor personnel will include the crew for acid treatment / fracturing, & CTU - FPU Operation. The competence, number and category of technical personnel may be decided by the Contractor to ensure satisfactory performance of all the equipment during the contract period.

The Contractor should indicate the minimum number of personnel of each category who will remain onboard Rig for execution of acid treatment / fracturing jobs and pre & post stimulation operations / CTU operations etc. and at base for management / project co-ordination and their experience should be as per **Attachment-III**.

For each acid stimulation/ fracturing / CTU-FPU, the contractor will mobilize the operating personnel within 7 (seven) days from the date of intimation. Personnel charges will be applicable from time the personnel arrive at location (OIL Base / Rig / well site – as advised) and will cease the time the personnel leave location (OIL Base / Rig / well site – as advised) after completion of job. Transportation of personnel to and from offshore rig and OIL base (Sri Vijaypuram) will be done by OIL. All local transport, base accommodation, agency fee etc. during the entire period of the Contract for both expatriate and Indian national personnel will be borne by the Contractor.

3.2 INFORMATION TO CONTRACTOR

3.2.1 The Contractor should provide as and when required by Company the Personnel with minimum required qualifications and experience as stipulated in **Attachment-III.**

3.2.2 The qualifications and experience of the CONTRACTOR's personnel, as required as per **Attachment-III**, will be checked / verified by the COMPANY, or by the COMPANY's certifying agency, at any time during the contract period. Any of the CONTRACTOR's personnel found not having the qualifications/ experience, as per **Attachment-III** for their job category will not be treated as part of the crew for such period and shortage will be treated as per Clause 7.3.3 of Schedule-7. OIL has every right to stop the operations if the deployed crew is found not competent or his actions jeopardizes safety of operations and will be dealt with severe penalties and immediate replacement.

3.2.3 The CONTRACTOR shall submit the resumes of all regular and call out personnel to the COMPANY for approval within 30 days from the date of issuance of mobilization notice. Such resumes shall be complete with all required details. The date of submission of resumes complete in all respect will be the date of accepting the resumes for processing further for issue of NED pass/ deployment for operations.

3.2.4 All personnel to be deployed offshore should possess training certificates as required by DG Shipping like Personal Survival Techniques (PST), Personal Safety & Social Responsibilities (PSSR), Elementary First Aid and Fire Prevention & Fire Fighting. All personnel deployed offshore should also have undergone Helicopter Underwater Escape Training (HUET) and H2S Safety Training.

3.2.5 All personnel should possess attested Xerox Copies of their certificates while on duty onboard the rig offshore location.

3.2.6 Contractor should ensure that all individuals deployed by them fulfill the minimum requisite criteria as well as any applicable National or International regulations including Health Safety and Labor Welfare Laws as well as security procedures.

3.2.7 Any other person required by the contractor for carrying out the scope of work as per **Schedule-1** of Contract may be deployed on board at the cost of the contractor, after obtaining approval of OIL.

3.2.8 OIL reserves the right to remove any individual as per this Scope of Work & Special terms and Conditions of Contract.

3.2.9 If at any stage it becomes known that the individual deployed by the contractor was not fulfilling requisite qualification / experience criteria, then irrespective of whether the individual was previously approved or not by OIL, the payment made if any for such individual will be recovered from the contractor.

SCHEDULE-4
BASE SUPPORT PERSONNEL

The CONTRACTOR has to provide representative at OIL base for co-ordination of the acid stimulation / fracturing, CTU - FPU operations, including all equipment and personnel. Representative at Base shall co-ordinate the design & the operational strategy of the above mentioned operations at OIL base. Base representatives of the CONTRACTOR shall prepare procedures, reports etc. of international standard for the operations / equipment on rig. The personnel requirement to accomplish the above shall be decided by the CONTRACTOR.

Minimum one Base representative has to be provided. The Base representative will be required to attend operational meetings and other meetings called by the Company for design, planning and execution of operations at Rig without any cost implications to OIL. The absence of the key personnel from such meetings, without prior approval from Company, will be considered as crew shortage and will be treated as per **clause 7.3 of Schedule-7**.

SCHEDULE-5

REPORTING (AT NO ADDITIONAL COST TO THE COMPANY)

The reporting system as per scope of work (Schedule-1) will be adopted and may be further modified by the Company at any time to meet the work requirements.

SCHEDULE-6

6.1 MATERIAL, SUPPLIES, EQUIPMENTS, SERVICES AND PERSONNEL TO BE FURNISHED BY CONTRACTOR

The Contractor will supply all material, consumables, equipment, services and personnel, necessary to carry out his obligations under this Contract and will be responsible for the timely ordering and delivery of all such material, consumables, equipment, services and personnel to ensure un-interrupted performance of work. Any down time on this account will be at the Contractor's cost.

6.1.1 Material, Supplies and Equipment

6.1.1.1 The material, consumables and equipment which the Contractor supplies shall be in good working condition and the Contractor shall be solely responsible for such material, consumables and equipment. The Company reserves the right to accept or reject any material, removal from the work site of any material, consumables found defective. Any downtime on this account will be at the Contractor's cost.

6.1.1.2 Maintenance of the Contractor's equipment will be at expense of and be carried out by the Contractor.

6.1.1.3 Transportation of material between OIL base and offshore will be provided by the Company at 7 days' written notice by the Contractor for such transportation.

6.1.1.4 Contractor will keep 100% redundancy of critical spares to ensure availability of the services throughout the contract period. The material, consumables and equipment to be supplied by the Contractor will be in good working condition and the Contractor will be solely responsible for such material, consumables and equipment. The Company reserves the right to accept or reject any material, removal from the work site of any material & consumables found defective at the Contractor's cost. Any downtime on this account will be at the Contractor's cost.

6.1.2 Personnel and Services

6.1.2.1 The Contractor will furnish to the Company in areas of operation, the personnel who are capable to perform the services, with all equipment and spares etc. as required by the scope of work in **Schedule-1**. Any down time on this account will be at the Contractor's cost.

6.1.2.2 The Contractor will be required to establish a base office to provide support for management of operations, to arrange supplies to the OIL location and to prepare procedures, reports, etc. in compliance with international standards. The personnel requirements to accomplish the above will be decided by the contractor, in view of timely completion of the scope of work and efficient base support requirement.

6.1.2.3 Contractor will provide at its expense all necessary inoculation, passport and visas for any Contractor personnel furnished by Contractor to Company. Contractor will further pay all wages and salaries etc. of the

Contractor's personnel furnished under the agreement. Notwithstanding anything contained herein to the contrary, Contractor agrees that the laws and the ordinance of the country of origin and the areas of operation relating to the employment, welfare of its personnel and their entrance into and exit from the country will apply.

6.1.2.4 To-and-fro transportation cost of the regular crew within onshore will be borne by the contractor. Transportation of Stimulation/CT-FPU crew between the Company's Helibase (Port Blair) to the offshore rig and back will be provided by the Company at no cost to the Contractor. No other cost during transit will be borne by the Company. The operational crew change will be normally being carried out after completion of the job at rig.

6.1.2.5 The maintenance of the Stimulation equipment / CTU equipment will be carried out by the contractor at contractor's warehouse base / Rig site for facilitating smooth & un-interrupted stimulation operations after deployment.

6.1.2.6 Boarding and lodging onboard for the contractor's crew at the contractor's base shall be arranged by the Contractor at no cost to the Company for the Contractor's personnel. Boarding and lodging on the rig for the crew, as applicable, shall be provided at Company's cost based on POB capacity.

6.2 Material, Supplies, Equipment, Services and personnel to be furnished by Company

6.2.1 Company, at its expenses, will make available to Contractor's personnel, medical assistance available with Company at site in case of emergencies.

6.2.2 The Company will supply the following items only:

1. **Diesel for stimulation:** Quantity of diesel used in the chemical mix for stimulation jobs will be considered as the diesel for stimulation consumption which will be provided by OIL free of cost. All other diesel consumed by contractor for Stimulation equipment is defined as Marine diesel.

2. **Diesel for Coil Tubing Unit:** Quantity of diesel to operate Coil Tubing Unit will be provided by OIL free of cost. However, all other POL other than diesel to operate these units shall be supplied by the contractor.

3. **Drill water** for stimulation operation.

4. Electricity, Instrument Air, Internet will be provided as per availability at the Rig

6.2.3 The cost of diesel/consumables will be to the contractor's account in the following situations:

i) During equipment non-operational period as per clause 7.1.2.

ii) During breakdown period as per Clause 7.3.3 (breakdown at contractor's cost).

The cost of diesel / consumables to contractor's account will be worked out on the basis of per hour consumption figures worked out at the end of wet test and the prevailing rate.

6.2.4 Contractor will be responsible for keeping a sufficient stock of items on board/base to meet operational requirements.

It is the Contractor's responsibility to determine the quantity of consumables / items required to ensure a smooth, efficient & un-interrupted execution of the scope of work and to obtain the Company's authorization to procure, whenever applicable. Any down time on this account will be at the Contractor's cost.

6.2.5 The quality of the consumables / items will be ensured by the Contractor. Any down time on this account will be at the Contractor's cost.

6.2.6 Crane facility for loading and unloading of Contractor's material at Rig will be provided by the Company at no cost to Contractor. Proper loading, spotting and re-arranging of all the chemicals & cargo on transportation vessel will be made by contractor with the jetty crane provided by OIL.

6.2.7 The Contractor will keep the equipment in good and ready condition in between the acid stimulation / fracturing operations in different wells / objects. However, for different stimulation/fracturing job stages in single well, equipment are to be in place on rig. Replenishment of onboard materials and chemicals for next job will be done at Kakinada jetty. Acid chemicals will be loaded at a time for at least two jobs. In case of requirement of any additional /specialty chemicals/materials, the Company will provide transport for equipment, material and consumables by sea between the Company base and rig by normal schedule of OSV sailing at no cost to the Contractor.

6.2.8 The Company shall have unqualified right to request the removal of any contractor personal either for incompetence, unreliability or misbehavior etc. while on or off the job. The contractor shall comply with any such request to forthwith remove such personnel at contractor's expense. The contractor will be allowed a maximum of 6 working days to replace the persons by competent person at contractor's cost. In case contractor fails to replace such personnel within 6 working days, no payment would be made for such personnel from the date of request of removal of such personnel.

The MOHA (Ministry of Home affairs, Government of India)/ PCC (Police clearance certificate) for such personnel will have to be produced within 45 days.

SCHEDULE-7

7.1 Contractor's Responsibilities

7.1.1 10 K Modular equipment package for acid stimulation/ fracturing, CTU - FPU, and personnel shall have the requisite capacity and capability to perform as per scope of work during the contract period.

7.1.2 Whenever equipment is required to be withdrawn for any repair, prior approval of Company will be required for the same. The equipment will be on Contractor's account during such period. i.e., from release in the field till it reports back in the field. Such period shall be considered as non-operational period and will be no cost to OIL.

7.1.3 The equipment package should have sufficient Hydraulic Horsepower (not less than 4000 HHP) at a given time for continuous operation of jobs.

7.1.4 Contractor will keep 100% redundancy for critical spare systems. Sufficient spare parts / assemblies / units should be maintained at rig location / base at CONTRACTOR'S cost to take up any repair immediately.

7.1.5 All regular work equipment should remain operational all the time whether in use or out of use.

7.1.6 No reduction / increase in crew will be effected by contractor without prior approval of the Company.

7.1.7 Following valid certificates, but not limited to, should be made available for the equipment at the time of on-hire survey as well as for Rig Warranty Surveyor (RWS), M/s DNV approval, as asked for. All these certificates should remain valid during the course of contract.

I. Hydrostatic pressure tests as per API guidelines
II. Insurance Certificate
III. Certificate of TPI Survey for lifting slings as per API guidelines
IV. Dimension, International Tonnage Certificate for each equipment
V. Zone-II compliance for CTU – FPU equipment.
VI. Rig Safe compliance for Acid Treatments/ Fracturing Equipment (certified by OIL approved third party inspection agency)
VII. Any other relevant certificate/ license for operating onboard Stimulation equipment
VIII. HHP test certificate at anticipated max. flow rate for the envisaged pumping time
IX. Pressure test/Function Test of CTU PCE and associated equipment
X. Equipment residual life certificate.
XI. Equipment Layout Diagram for spotting on Rig
XII. Equipment Maintenance Records (if required by RWS)

7.1.8 The contractor will carry out all operations in a safe manner in accordance with internationally accepted norms and thereby will be solely responsible for the safety of all personnel engaged by them including Acid/frac and CTU stimulation personnel.

7.1.9 The successful bidder will also obtain any / all other requisite clearances from statutory bodies.

7.1.10 Contractor should ensure any leftover / excess frac fluid/ acid mix is properly neutralized before discharging into sea. While cleaning used tanks in between the jobs they have to follow environmental guidelines.

7.2 Operating and Standby Day Rates for Stimulation equipment package, Coil Tubing Equipment and Crew:

Stimulation equipment Package Day rate includes hire of the stimulation services including its equipment as stipulated, reporting, and contractor supply items, and base support personnel.

CTU – FPU unit day rate day rate will include hire for the CTU – FPU unit services including its equipment, work equipment as stipulated, reporting, and contractor supply items and base support personnel.

Stimulation / CTU - FPU day rate excludes the manpower charges.

7.3 Breakdown / Weather down Time

7.3.1 (a) Breakdown / Down Time Definition

The term BREAKDOWN / DOWN TIME will mean the failure of Contractor in performing the work / services due to failure of equipment / consumables / personnel (regular / callout), in accordance with the contract except during the condition of FORCE MAJEURE.

(b) Weather Down Time definition

The term weather down time means the period of failure of equipment / personnel operational capability due to weather conditions in excess of the parameters specified in Schedule-II.

7.3.1.1 Failure of the Contractor to provide the Acid / fracturing / CTU - FPU Key personnel and base support personnel as required by Contract.

7.3.1.2 Failure of any equipment in specifications forming part of Acid Stimulation /Fracturing campaign or CTU - FPU equipment day rate.

7.3.2 Permissible limits of Breakdown/Breakdown Time at Company's cost

For all the system / unit forming part of the Modular stimulation equipment package day rate including work equipment, stimulation crew and base support personnel the prevailing operating/standby day rates will be applicable during following down time period:

7.3.2.1 For the work equipment forming part of the day rate of the stimulation equipment or CTU Equipment, no down time will be allowed at Company's cost.

7.3.2.2 Any permissible down time mentioned above, if not necessitated by conditions, will not be availed / en-cashed.

7.3.2.3 During the term of the agreement, if operations hereunder are suspended, due to break down or malfunction of or the need for repairs to Contractor's surface equipment, or due to the failure of contractor to furnish inputs for the operations such as, but not limited to materials, manpower, supplies, equipment or services, and which Contractor is obligated to furnish hereunder or due to failure of modular Stimulation / CTU / other equipment, due to liabilities of contractor, will be treated as breakdown. Any breakdown of equipment / any part of it, if delays the operation or ceases causing shutdown of the operation, will be treated as breakdown.

7.3.3 Breakdown down time at Contractor's cost

7.3.3.1 The Individual Service Day Rate (ISDR) and Operating Component Day Rate (OCDR) / Operating Day Rate (ODR) quoted for that particular service covered in the contractor's Services shall not be paid for such period, that service either:

i) Breaks down,

Or

ii) is not operating or not available as per its intended operations due to which the Drilling unit / other services cannot perform its intended operations,

Or

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

7.3.3.2 A pro-rata penalty @ 10% of OCDR Charge of the respective services of shut down shall be imposed & deducted from monthly invoices of the contractor in case of non-availability of the services, manpower, tools, equipment resulting into shut down of Well operations and/or rig and or other services. This deduction shall be in addition to the zero rate for the duration of that particular service for which the rig has faced shut down of the operations.

7.4 If any of the equipment is withdrawn by the contractor during the period of contract due to breakdown or any other reason, then it will not be liability of Company to clear the Company's material from Rig deck. However, if the decks are required to be cleared, the contractor may be asked to go to the nearest possible location depending on the availability of the space for offloading the material at the contractor's cost.

7.5 Consumables on mobilization / demobilization

The cost of diesel which is available on board at the time of on-hire survey will be recorded and adjusted against the cost of diesel available on board at the time of off-hire survey. The price of diesel for delivery at Kakinada base

as on first day of the month of on-hire / off-hire survey will be considered for calculating the cost.

7.6 At the time of non-operational period or off hire of the Modular stimulation equipment package after the expiry of the contract period, the Contractor will hand over materials belonging to the Company. However, the contractor shall not be given any additional time for such transfers and no charges will be payable by the Company.

SCHEDULE-8

8. HEALTH, SAFETY, ENVIRONMENT (HSE) POLICY AND FALL PROTECTION

8.1 INTRODUCTION

COMPANY places prime importance on health, safety and environmental ("HSE") issues and requires that the CONTRACTOR and its SUB CONTRACTOR subscribe to and actively pursue the highest standards of HSE performance. COMPANY'S expectations in terms of HSE are stated in the COMPANY's "Getting HSE Right". The HSE goals for this contract are simply stated – no accidents, no harm to people and no damage to the environment.

CONTRACTOR will assume all liabilities of surface pollution to the extent caused by CONTRACTOR and resulting from spillage or dumping of solvents/Petrochemical substances or pollutants which the CONTRACTOR brings to the work-site for use in connection with the work or service performed under CONTRACT but not to any other extent.

8.2 HSE MANAGEMENT SYSTEM

8.2.1 The CONTRACTOR will provide COMPANY with a statement on its HSE policy.

8.2.2 The CONTRACTOR must have in place a formal HSE management system and must demonstrate commitment to continuous improvement and excellence in HSE issues.

8.2.3 All personnel should be well informed, well trained, engaged and committed to the HSE improvement process.

8.2.4 The CONTRACTOR will establish and maintain procedures for the ongoing identification of hazards, the assessment of risk, and the implementation of necessary control measures.

8.2.5 COMPATIBILITY OF HSE MANAGEMENT SYSTEMS

The CONTRACTOR will co-operate with COMPANY to ensure that the roles and responsibilities in both systems are clearly defined and allocated and are clearly understood by all parties. Where appropriate an interface document will be developed for the CONTRACTOR and COMPANY HSE management systems that incorporate any specific requirements relevant to the WORKSITE or platform on which the CONTRACTOR will perform the WORK.

8.3 COMPLIANCE

8.3.1 The CONTRACTOR will observe and comply with all relevant and current statutory requirements, approved codes of practice and industry guidance on HSE matters.

8.3.2 The CONTRACTOR will observe and comply with all relevant and current COMPANY standards and expectations on HSE matters.

8.4 ORGANISATION ROLES AND RESPONSIBILITIES

The CONTRACTOR's HSE organization will be clearly defined in the HSE Plan. The proposed HSE organization will at a minimum include the following:

8.4.1 Role and responsibilities of CONTRACTOR's senior management.

8.4.2 Role and responsibility of HSE staff.

8.4.3 Interface with major sub-contractors and suppliers.

8.5 TRAINING, AWARENESS AND COMPETENCE ASSURANCE

8.5.1 The scope of which will cover as a minimum:

i) All trade / discipline skills employed in the performance of the WORK.

ii) Understanding of safe working practices including without limitation, communications, safe work systems and risk assessment including risk to the environment.

iii) Compliance with all applicable HSE statutory and national regulations.

iv) A means of confirmation that the system is effective and verification that all PERSONNEL are covered and have been assessed for competence.

8.5.2 COMPANY has the right to object and require the CONTRACTOR to remove from the performance of the WORK any PERSONNEL who in the opinion of COMPANY, misconduct themselves or are incompetent or negligent in the proper performance of their duties and such PERSONNEL will not be again employed upon the WORK without COMPANY'S approval.

8.6 MONITORING AND REPORTING

8.6.1 The CONTRACTOR will submit a formal report, weekly or monthly depending upon the level of risk assessed for the WORK and agreed by the Company which summarizes Contractor's and SUB-CONTRACTOR(S) HSE performance in the preceding reporting period. This report will detail the following:

a) All Occupational Safety and Health Association (OSHA) injuries.
b) All other accidents, spills and other unplanned discharges which either result in, or have potential of significant injury/damage/loss or are reportable to a statutory authority.
c) All near miss incidents, which have potential for injury/damage/loss. The near miss/incident reports themselves must be submitted to COMPANY's site representative immediately after the event.
d) The issue or proposed issue of an Improvement of Prohibition Notice, notice of intended prosecution or other legal process.
e) Any other event reportable to a statutory authority.
f) A summary of monitoring activity, reviews, inspections and audits.
g) A summary of the status of any remedial actions.

h) HSE inputs number of safety observations, number of HSE meetings, and number of actions closed out relating to implementing the CONTRACTOR's HSE plan.

8.6.2 Notwithstanding the provision of an HSE report, the CONTRACTOR will follow the requirements of the COMPANY'S accident and incident reporting and investigation procedures.

8.7 MEDICALS, TRAINING AND PROTECTIVE CLOTHING

8.7.1 All personnel proposed by the CONTRACTOR for duty offshore will be certified as medically fit for duty offshore in accordance with the statutory and national regulation requirements.

8.7.2 All personnel proposed by the CONTRACTOR for duty offshore will have successfully attended sea survival (approved by the COMPANY), fire-fighting and first aid and refresher courses as necessary in accordance with statutory requirements and the COMPANY's requirements whichever is more stringent.

8.7.3 The CONTRACTOR will, at its own expense, provide its personnel with all necessary protective clothing and equipment suitable for the working conditions. For duty at the COMPANY's offshore worksites, such clothing/equipment will be in accordance with the COMPANY's requirements.

8.8 WORKING CONDITIONS

8.8.1 CONTRACTOR will ensure that all personnel provided for the WORK will keep all places of work as clean and tidy as is reasonably practicable under the circumstances, to minimize the risk of injury to persons, damage to property or delays in carrying out the WORK.

8.8.2 On completion of the WORK, CONTRACTOR will, without delay, clear away and remove from the WORKSITE all surplus materials and equipment and leave all areas in a clean and tidy condition to the satisfaction of the COMPANY's REPRESENTATIVE.

8.9 PORTABLE AND TRANSPORTABLE EQUIPMENT

8.9.1 The CONTRACTOR will observe and comply with the COMPANY's procedures with regard to the selection, deployment, operation and maintenance of equipment offshore.

8.9.2 The CONTRACTOR is responsible for ensuring that all equipment is operated and maintained in accordance with safe working practices, and within the design envelope of the equipment.

8.9.3 Any modifications to the original design of the equipment should have been assessed by the CONTRACTOR'S change management system.

8.9.4 Location of equipment at the offshore WORKSITE will be agreed in advance with the COMPANY's REPRESENTATIVE.

8.10 WASTE MANAGEMENT

COMPANY is committed to waste minimization through "reduction, reuse and recycling' of wastes. In the performance of the WORK, the CONTRACTOR will at all times.

8.10.1 Observe and comply with all laws and regulations concerning the production, storage transport, treatment and / or disposal of waste.

8.10.2 Act to minimize the quantity of wastes in accordance with the COMPANY'S HSE policy.

8.10.3 Comply with the WORKSITE waste management procedures for identification, segregation, collection, transportation and disposal of waste as it affects their operations.

Attachment-I

The Capability & Duties Expected from the Charter Hired 10 K PSI rating Modular stimulation equipment package for Acid Treatment / Fracturing, and CTU-FPU Equipment

The capabilities of 10 K PSI rating Modular stimulation equipment package for Acid/Fracturing, FPU, CTU Equipment shall include but not limited to:

I. High pressure pumping operations with Oil and Gas well stimulation chemicals, acids:

II. The Contractor's 10 K psi rating Modular stimulation equipment package with all necessary piping package to be installed on rig provided by OIL at the sole discretion of OIL.

III. Equipment should be provided with certified lifting arrangements for shifting cargo/equipment inside as well as outside the deck area.

The various operations required from the 10 K psi rating Modular stimulation equipment package for acid fracturing, FPU and CTU Equipment are as given below but not limited to:

- Acid stimulation / fracturing using acid along with other chemicals as per bidder's design (wherever applicable)
- Nitrogen Activation through modular Coiled Tubing (Nitrogen Pumping Unit will be provided through OIL's existing Well Testing Services).
- Milling of cement plugs through Coil Tubing.
- Pumping of higher Sp. Gr. Kill fluids for well control operations, if required
- Well cleanup activities using Coil Tubing

Bidder shall comply with the certification of Stimulation, FPU & CTU packages as required by the Drilling Rig / Rig Warranty Surveyor (RWS), M/s DNV without any additional cost implication to the Company. All supporting documents as required by the RWS (M/s DNV) shall be provided at the time of inspection at onshore as well as at Offshore Rig.

Acid Treatment / Fracturing

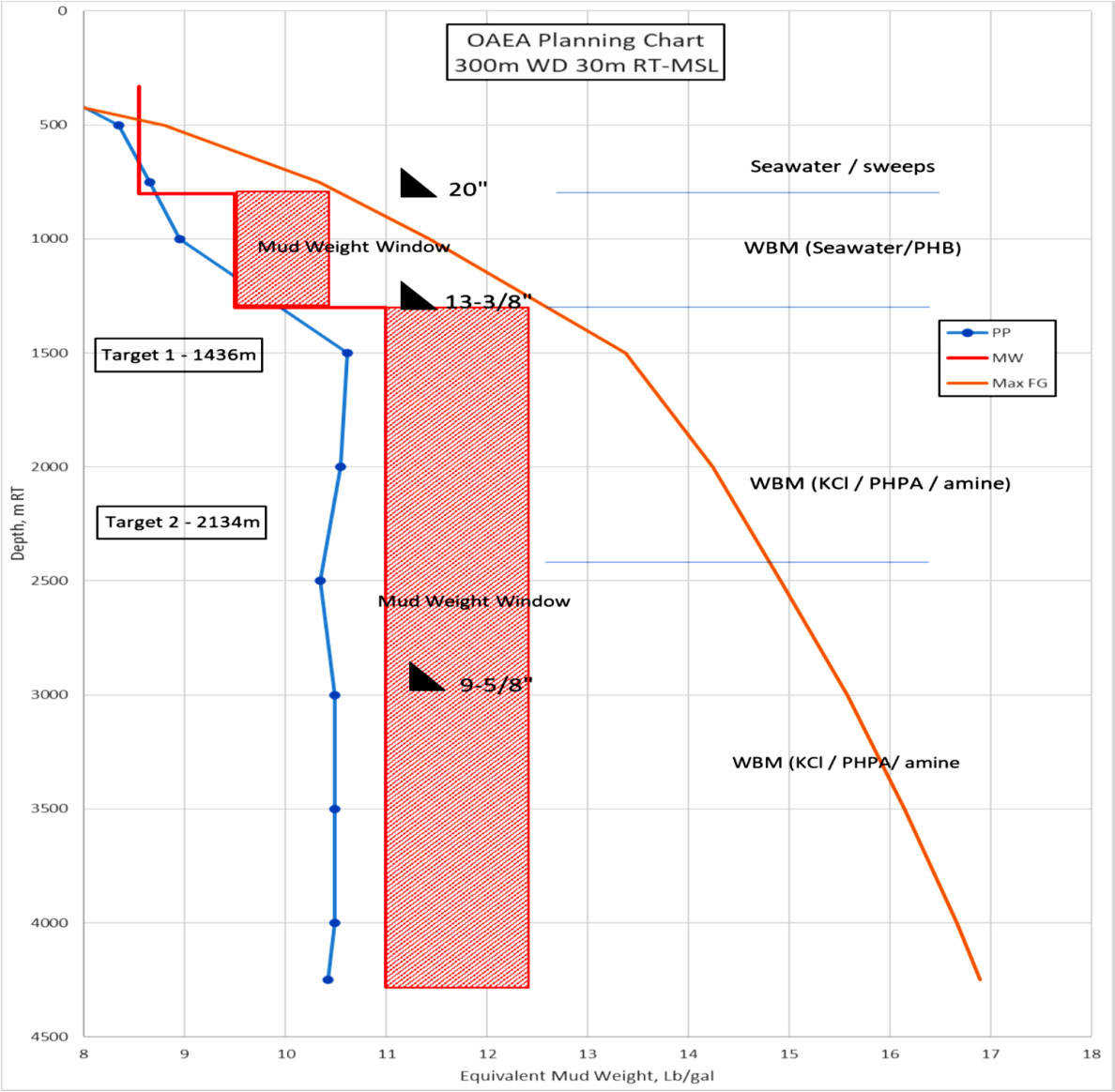
The two offshore exploratory **blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 in the Andaman and Nicobar Islands** are located in East & West Coast of Andaman Offshore areas. The reservoir of well Loc. OAWB drilled in West Andaman offshore is tight silty sand-stone and the reservoir of another well being drilled in East Andaman Offshore is also expected to be of the same characteristics. These reservoirs need stimulation for facilitating inflow of reservoir fluids during well testing operation, establishing hydrocarbon presence, productivity enhancement and to assess the commerciality for further field development.

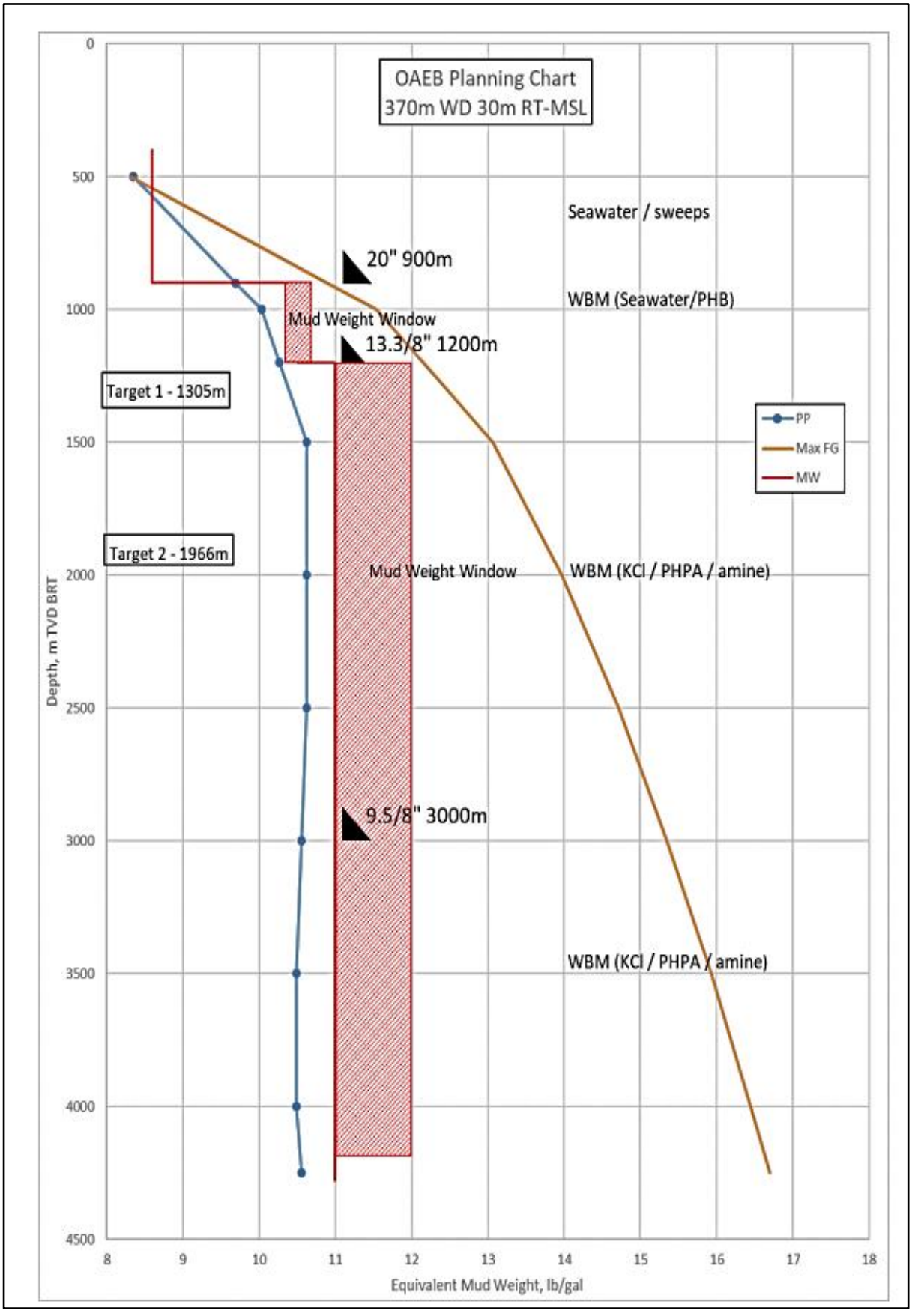
Drilling and Completion Information

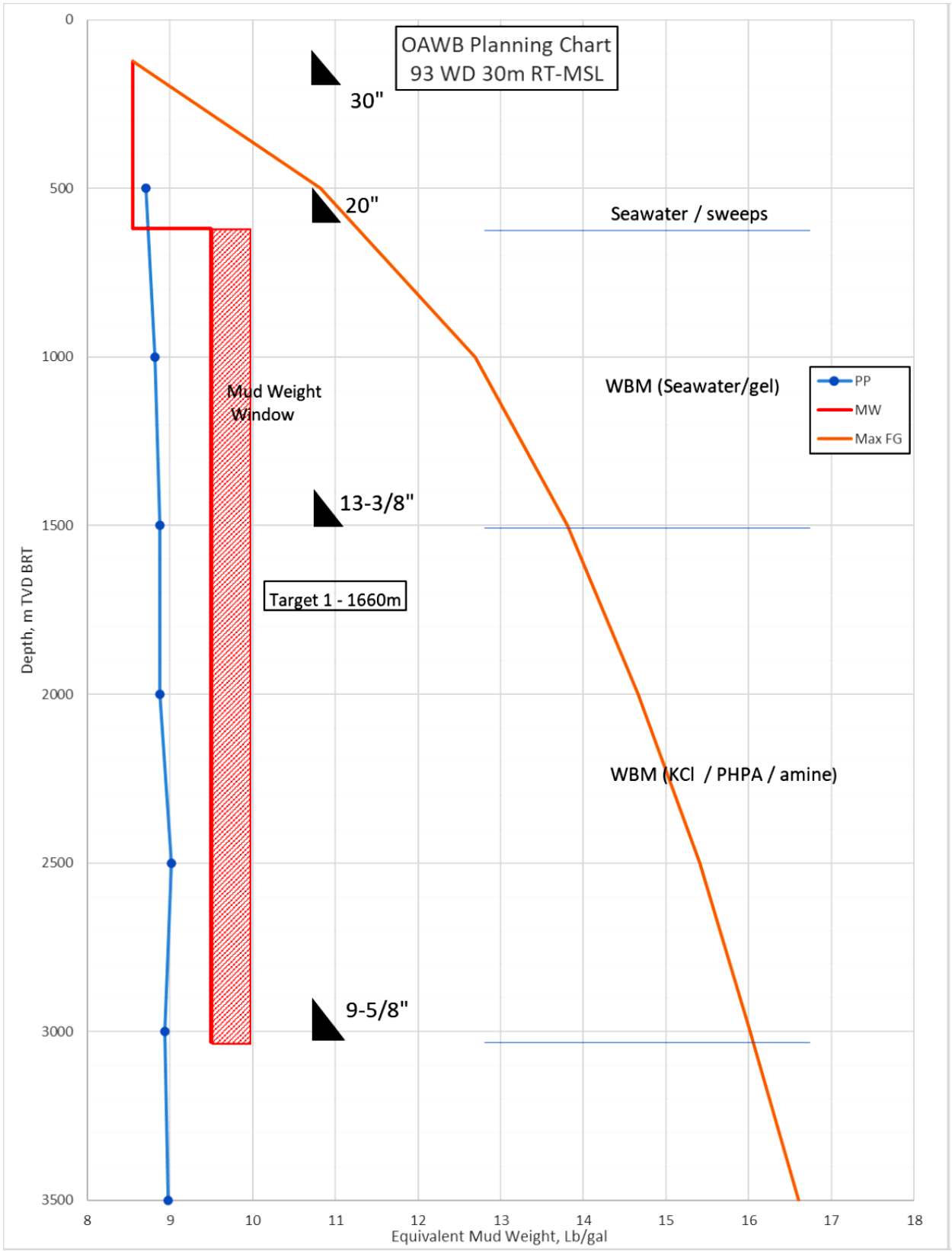
This section includes the information required by the bidders to understand the well conditions, reservoir fluid parameters and Testing / Stimulation philosophy in the upcoming wells in the Andaman offshore fields. The BIDDER should design and bid for equipment, Fluid and services keeping in mind the below conditions.

2.1Well Data, Fluid and Reservoir Characteristics:

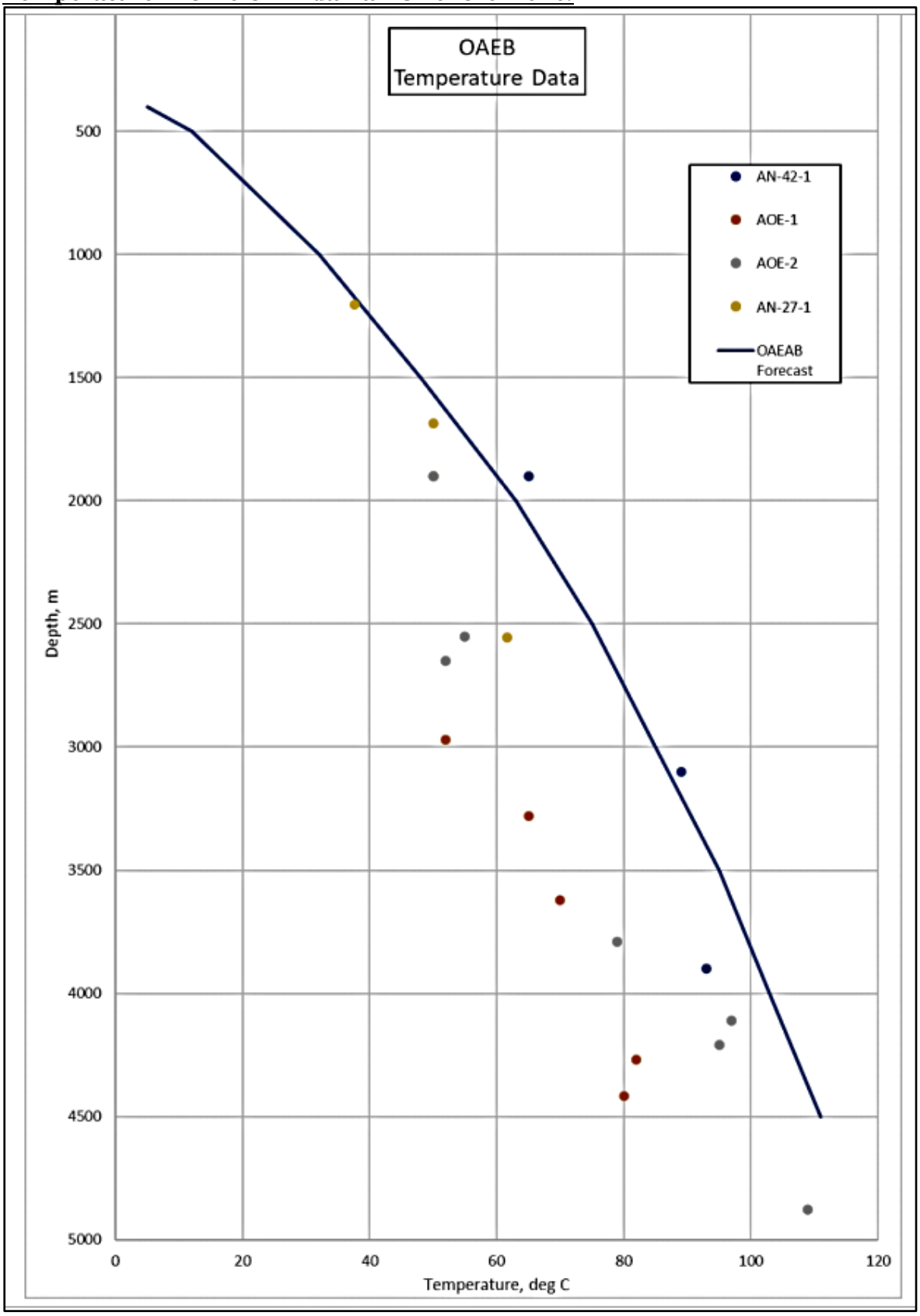
Pore Pressure Profiles for Andaman Offshore wells:




OAEB Planning Chart
370m WD 30m RT-MSL
Seawater / sweeps
20" 900m
WBM (Seawater/PHB)
Mud Weight Window
13.3/8" 1200m
Target 1 - 1305m
PP
Max FG
MW
Target 2 - 1966m
Mud Weight Window
WBM (KCl / PHPA / amine)
9.5/8" 3000m
WBM (KCl / PHPA / amine)
Depth, m TVD BRT
Equivalent Mud Weight, lb/gal
0
500
1000
1500
2000
2500
3000
3500
4000
4500
8
9
10
11
12
13
14
15
16
17
18


OAWB Planning Chart
93 WD 30m RT-MSL
30"
20"
13-3/8"
9-5/8"
Seawater / sweeps
WBM (Seawater/gel)
WBM (KCl / PHPA / amine)
Mud Weight Window
Target 1 - 1660m
PP
MW
Max FG
Depth, m TVD BRT
Equivalent Mud Weight, Lb/gal
0
500
1000
1500
2000
2500
3000
3500
8
9
10
11
12
13
14
15
16
17
18

Temperature Profile of Andaman Offshore wells:



Maximum BHT recorded in well AOE-2 is 110°C at 2991.1m.

2.1.1 Well Conditions and Fluid parameters: Exploratory Wells

2.1.2 Estimated pumping parameters:

2.1.3 Well Fluid:

It is planned to use drill water or sea water or 10.6 to 11.6 ppg of $CaCl_2$ / K_2SO_4 brine solution as well fluid during Stimulation Operation. Bidder's proposed treating fluid with additives must be compatible with the well fluid.

2.2 Typical Well Construction

The well will be prepared for the intended stimulation job with 10K psi rated retrievable packer, DST/Tubing string, Sub-sea Test Tree and Surface flow-head.

2.2.1 String for execution of acid treatment/ frac job: Existing DST string comprising of the following shall be used for acid / fracturing operation.

(i) Existing 4 ½", PH 6, 17 ppf tubings (used),3 ½", PH6, 12.95 ppf tubings (used) and 10 K differential pressure Retrievable Packer that are available through OIL's Bundled service provider will be used. In such cases, there shall not be any damage to these tubings as result of acid treatment / fracturing job.

(ii) Any other tools / crossovers required for successful execution of the job shall be in bidder's scope.

2.3 Treating Fluid Qualification Criteria:

HCl along with Acetic acid as the Basic formulation and Mud Acid as backup are envisaged for Acid Treatment / Fracturing as below:

1. For frac treatment: HCL with Acetic Acid
2. Mud acid (9 % HCL with 0.5 % HF) – if required
3. Post flush (5 to 6% of mild acid)

The above acid formulation shall also include Solvents viz., EGMBE or any another suitable solvent along with essential additives such as clay stabilizers and surfactants, corrosion inhibitors (CI), iron-chelating agents etc.

The above acid formulation is tentative only. The exact acid formulation suitable for object target sands shall be as per bidder's design and compatible for downhole completions, mineralogy etc. Bidder should have the laboratory facility at base to confirm the acid formulation. Bidders to provide suitable arrangements for OIL authorized personnel to witness the laboratory experiments for characterization of the treating fluid.

2.4 Scope of work for Modular Acid treating / Frac / Stimulation Package

2.4.1 Well treatment design required for acid treatment /frac and any other requirement for execution.

2.4.2 Supply of equipment/ material/ services for acid treating / fracturing jobs in wells of Andaman Offshore block, India. Contractor will mobilize personnel aboard the Rig for well preparation, acid treating / fracturing execution and Post stimulation activation jobs. Evaluation of stimulation job and reporting will be done based on results.

2.4.3 The brief on completion data of the wells are as mentioned above. Any other information on the subject which is required by contractor/ bidder for job design may be provided by OIL, if available. In case non-availability of any specific data, the same may be assumed to the extent of a realistic value for acid/frac job design.

2.5 Step-1: Planning for pre-fracturing well preparation

2.5.1 Collection of all relevant data (to be provided by OIL in electronic format and/or hard copy as appropriate and full access will be provided to the successful bidder/ Contractor) including but not limited to completion, logs, core sample, etc., its analysis, application of software for interpretation (like well logs) and analysis of data, as per availability.

2.5.2 Study / review of reservoir / field behavior from the point of the proposed Acid fracturing job design.

2.5.3 Evaluation / study of available Logs and interpretation, SPF, Perforated zones, natural fractures, perforation strategies, present well completion, prospective zones per well, cement plugs, temporary abandonment details etc. for executing the acid treating / fracturing successfully.

2.5.4 The contractor has to deploy his resources of G&G along with the domain specialists for this part of the activities with the active association and involvement of OIL personnel as an integral part of the project of acid treating / fracturing jobs in the wells.

2.5.5 Any intellectual property related issues on this area must be clearly stated to avoid any controversy during the project. Contractor to provide copy of document which has been accepted and signed by client for such issues.

2.5.6 The program for preparing the objects for acid treating / fracturing will be suggested by the contractor and the same to be discussed with OIL. Any specific requirement for perforation / re-perforation / additional perforation, stimulation jobs like acid, etc., if required, to be mentioned in the proposed plan. The final plans to be mutually agreed and signed by both OIL and the contractor.

2.5.7 The well for stimulating is drilled and cased by OIL. Acid-fracturing will be done mostly using 10K psi rated flow-head, and 3-1/2” and or 4-1/2” tubing string, 10K psi rated test packer (retrievable) which are under the scope of supply of OIL.

2.5.8 Optimum acid treatment /fracture design will constitute a significant part of this scope covering pre & post stimulation requirements.

2.6 Step-2: Design of optimal acid treatment /fracture.

2.6.1 The fluid designs should be made with the consideration for maximizing the fracture effectiveness.

2.6.2 Appropriate volume & composition of acid to minimize potential damage while creating effective reservoir connectivity.

2.6.3 Preparation and review of the acid/fracture stimulation program for each treatment.

2.7 Step-3: Resources planning and mobilization.

2.7.1 Contractor to provide fit for purpose rig based Stimulation equipment package for acid treatment / fracturing job along with Equipment, tools, materials, etc. on the Rig. The operating personnel necessary to perform the operations will be mobilized with these equipment.

2.7.2 The responsibility for the mobilization of resources of the Contractor will lie with the Contractor.

2.7.3 The information and planning in this regard will be reviewed with OIL for execution as per plan.

2.7.4 Supervise site preparation, pre-operation checking of their equipment planned to be used by the contractor.

2.7.5 All fracturing / storage tanks will be on board the Rig. Arrangements to be available for their proper cleaning. Raw operational water for the job will be provided by OIL. Timely advance intimation of requirement to be given for same by the contractor.

2.7.6 Laying of lines, Coflex hoses and connecting from contractor equipment spread to well, will be done by the contractor with their manpower.

2.7.7 Normally, handling equipment and logistic support like crane, supply boat etc. required at offshore for the job will be arranged by OIL. The limiting capacity of the Rig Crane will be 50 Tons at 40 ft distance.

2.7.8 OIL will arrange boarding and lodging arrangements on the offshore rig location or on the vessel (To meet allowable POB) for contractor personnel. To and fro transportation of contractor's personnel / equipment to the rig location will be done by OIL. Only in special circumstances supply boat / chopper etc. be provided by OIL for urgent supplies pertaining to modular 10 k psi rating stimulation equipment package.

2.7.9 Contractors will arrange at its own cost for the followings but not limited to

- Handling equipment and logistic support for Coflex hose(s) loading onto the Rig.
- Hose support/hanger, if required, and associated equipment (e.g. I-beams, ISO locks and sockets etc.) for installation on the Rig.
- Clamps and fastening equipment required for laying and securing pumping lines.

2.8 Step-4: Acid treatment / Fracture job execution and Supervision

The contractor has to perform acid treatment/fracturing operation as per design approved by OIL (Step-2) and to achieve this:

2.8.1 Perform acid treatment /fracture as per design requirements and safety procedures.

2.8.2 Ensure optimal pumping for acid treatment /fracture and that the design criteria are met.

2.8.3 Provide on-site document on critical parameters (rates, pressures, additives injection), submit field execution report upon job completion.

2.8.4 Provide quality control for all technical data, chemicals, etc. to ensure optimal acid treatment /fracture and design criteria, rig up and supervise, pre-operation checking of equipment.

2.8.5 Share with OIL the interpretation based on the planned treatment design.

2.9 Step-5: Post Treatment activities

The contractor has to

2.9.1 Analyze post acid treatment /fracture data.

2.9.2 Design, execute and monitor post job activities like CTU cleaning e.g. cleaning of debris from Well bore by circulating suitable fluid with High Pressure pumping unit thro' Coil tubing, milling of cement plugs using CT, clearing of isolation sand plugs, flow back monitoring, post job nitrogen activation if required etc. till conclusion of well testing in consultation with OIL as against the already provided plan. Services for Nitrogen Pumping System shall be provided at Rig by OIL.

2.9.3 Provide a comprehensive report of all related treatment data and acid treatment /fracture operations within 3 days from the completion of Operations incase the job is in next higher up zone and within 5 days incase next job is in another well.

2.9.4 Review the acid treatment/fracture operations and post treatment analysis and to present the results of the acid/fracture treatment to OIL at Kakinada.

2.10 Material, Supplies, Services to be furnished by Contractor.

2.10.1 Acid/Fracturing Chemicals, additives etc. (to be consumed in the well during the Job).

Following are the generic list of the chemicals required for the Acid /stimulation / fracturing jobs. Contractor is required to mobilize the required chemicals based on the temperature range of the well at site for the fracturing job. However, bidder can add any other chemicals if the same is necessary for successful operation of fracturing the wells.

Sl. No	Material
1	Surfactant
2	Well Bore Cleaning agent
3	Hydrochloric Acid
4	High temperature Acid Corrosion Inhibitor for acid job
5	Iron Control Agent
6	Mutual Solvent
7	Scale Inhibitor
8	H2S Scavenger
9	Acetic Acid

10	Soda Ash
11	Hydrofluoric Acid
12	Any other chemicals required for successful operation

2.10.2 The contractor should provide a complete list of chemicals required for offshore Wells i.e., for temperature up to 300°F, which, in the opinion of the contractor, may be required for efficient work/service. They should also provide a realistic list of quantity of material requirement for 4 zones in 2 wells with a provision for one optional well considering about 400 bbls of fracturing fluid as basis for each object in a well. Payment will be made according to the actual consumption of acids and chemicals as per Price Schedule; consumption will imply the quantity of fluids pumped into the well. If two zones are fractured / treated together, then it shall be treated as one job.

2.10.3 Contractor to take adequate care for Chemical / Acid storage and handling, that there is no ingress of foreign particles. It is Contractor's responsibility to make proper arrangement for safe storage of chemicals / acids on board the offshore location for acid / fracturing jobs.

2.10.4 Any other down hole equipment, tools, consumables and services etc., not mentioned above but required for successful post treatment activation/cleanout job is also in the scope of bidder.

Attachment-II

BROAD SPECIFICATIONS OF MODULAR STIMULATION PACKAGE INCLUDING CTU - FPU EQUIPMENT AND SERVICES

A. ACID TREATMENT/ FRACTRING SPREAD LIST FOR STIMULATION

The Modular stimulation package (Acid Treatment / Fracturing) need to have the following broad specifications but not limited to:

1. High Pressure Pumping System:

a) Minimum required quantity of High-pressure intermittent service pumps rated at minimum 10000 psi working pressure capable of delivering at least 4000 HHP (total) and capable of pumping sea water/drill water and acid slurry at a minimum total rate up to 25 bpm. To accommodate the equipment on the limited space of Rig. Proper fluid ends rated to minimum 10000 psi capable of pumping at the desired rate up to 25 bpm.
b) In addition to the above, One High pressure intermittent service pump capable of all types of stimulation chemicals, acid slurries, Diesel, Water etc. The pump should be rated at 10000 psi (Minimum) cold working pressure. The pumps should be complete with suitable fluid ends for pumping stimulation fluids / cleanout fluids at low rates / during CTU jobs (@ 0.4-2 bpm) etc.
c) The pumping infrastructure should be complete in all respects in regard to 1502 – 2" OD (1.8" ID) & 1502 – 3" OD (2.75" ID)/ 4" OD (all pressure rated) treating lines suitably arranged with adequate length in manifolds compatible for offshore operations. Sufficient length & quantity of piping package with necessary crossovers shall be made available by the bidder.
d) Set of separate High pressure 10 K Treating Iron on board for operations including acid / fracturing / CTU cleanout / activation respectively.
e) Remotely operated and equipped with emergency kill system.
f) Equipped with adjustable pressure limiting system.
g) Fitted with spark arrestor.
h) Marine / Air coolers
i) Spare fluid ends should be available for interchangeability as & when required as per operational requirement of acid treatment / fracturing.
j) All iron to be rated to minimum 10000 psi working pressure and manufactured to NSI/ASME A333 GD6/B31.3

2. Acid System

- Will consist certified portable tanks suitable for Offshore Rig operation for Acid storage & treatment.
- Shall have Capacity to handle about 400 bbl of acid slurry during a single job.
- Capable of storing and transporting acid required for stimulation jobs.
- Appropriate system to neutralize the flowback fluids post acid treatment.
- Any other equipment / system required for successful job completion.

3. Diesel Tanks

- Capacity: As per requirement

4. Sea Water System

- Centrifugal Pump 25 bpm X 1 Nos

5. Stimulation Control System

Stimulation Control Panel for remote operation of all the mixing, dozing, pumping and display monitoring system with auto mixing, pumping and dosing facilities. Chart Recorder or Suitable system for recording pressure, rate and density during the treatments to be available.

Electronic Data Acquisition System will be:

- PC based.
- With the capability to send ASCII treatment data to external computer.
- Monitor (ability to record pump injection rates and pressure at 1 second sampling), control the fracture operation.
- Each Flow meters installed in the pumping system must have back-up.

6. Laboratory and Tool container

- Stimulation Lab for QA/QC of all the various stimulation chemical / Acid. Stimulation Lab should be equipped with, weighing balance (offshore), Fume hood, Water Bath (Min. 5 Litres), water analysis kit which includes Total hardness, chloride, alkalinity, Iron and Sulphates, Hydrometers (0.8-1.2 SG), pH Meters, pH strips, Syringes, Surgical gloves, Weigh boats, Measuring cylinders, beakers, Thermometers 100°F – 300 °F etc.
- Lab ware should be in both glass and plastic for arrange of volumes, funnels, Spatulas, Sample holder box welded to place, furnishing for offshore, sample bottles, Lab PPE, sand sieve, pH calibration kit.

7. Wellhead tools:

I. Tools compatible to existing Flow head with following specs:

- Handling sub top - 6-1/2 " 4 -ACME OTIS
  or
- Compatible crossover 6-1/2" -4 ACME OTIS pin to 6-1/8" - 4 Acme Elmar box

II. Any other Wellhead adapter/flanges, as per bidder's design if required.

III. Coflex Hoses

- 2 each 4" or 3" 1502 Weco connection or size appropriate for pumping rate up to **25 bpm**.
- Minimum 10000 psi working pressure
- Capable of handling upto 25 bpm
- Minimum 45 ft long, should be of single length suitable for connecting flow head with standpipe
- All coflex hoses should be fitted with Fixer/Hook for holding & lifting by cranes for rig up & rig down

- 2 no. of Hydraulic disconnect.
- Have compatible valve on the reeler to connect pumping equipment, as required.

However, with known well fluid parameters (H2S, CO2), OIL, at its option may utilize either / both the 4" ID or 3" ID coflexip hoses & attached treating lines/ manifolds as pumping lines.

The upstream lines connecting the flow head to pumping infrastructure should be in sufficient length to facilitate the string to be picked up by about 40' for stabbing out of the packer, without disconnecting the flowline. Also, the downstream lines should be in sufficient quantity for completing the surface hook-up from pumping manifold to the pumps & tanks.

IV. Miscellaneous

a. Transfer system from HSD tank to stimulation system (HP pumps) to be made available.
b. Proper safety tie-up system will be available for all treating lines rigged up during high pressure operations.
c. All the feed pumps, recirculation pumps and sea water pumps will be dedicated for the intended purpose and will not be used to handle any other fluid pumping system.
d. All the Radiators and heat generating sources will be installed away from the accommodation area.
e. All the pathways, escape routes, chemicals, tanks, pumps and other equipment will be clearly marked and displayed.
f. Broad stimulation systems should be capable of independent operations.
g. Instrument air can be made available from Rig. Diesel powered air compressors of suitable capacity with backup are to be arranged by contractor for the pneumatic applications if required. All the accessories like hoses etc. are to be arranged by contractor.
h. Filtration units of suitable capacity are to be arranged by contractor for filtering the water going to be used for preparation of fracturing fluid, if required.

B. COIL TUBING EQUIPMENT SERVICES

1. General

The bidder will submit the Safety Manual and Operating Procedure Manual, well in advance to OIL for approval. The Bidder will also submit an equipment / tool preventive maintenance system to exhibit a pro-active/ predictive system to avoid unforeseen down time. The Bidder will provide detailed catalogue, description, operational instruction and clarifications with sketch of each equipment / tool to enable proper utilization.

Bidder have to ensure that adequate quantity of equipment and tools (Means Primary and back up are available for the duration of the project and to take care of any contingency besides service turn-around time on the tools.

- In case of equipment failure, the Bidder should ensure immediate repair/replacement upon notification by Company.
- In case of tool loss or damage, the Bidder should arrange for its immediate replacement so that operations are not delayed / affected.

Bidder will submit a detailed mobilization schedule within 7 days of issuance of mobilization notice against the services under awarded contract.

1.1 Well Data, Fluid and Reservoir and Rig Information

The main reservoir fluid of Andaman Offshore Block is Gas and the Maximum Depth of the wells can be around 4500m. The wells can be Vertical, Deviated or Horizontal depending on the well objectives.

1.1.1 String

The planned string is summarized below

DST / Completion String:	4 ½", 17 PPF, Gr. T95, PH-6 / LT 6 & 3 ½", 12.95 PPF, Gr. L80, PH-6 / LT6

1.1.2 Crane Lifting capacities

The limiting capacity of the Rig Crane will be **50 Tons**. The limiting capacity of the Crane at jetty will be **30 Tons with 29 m radius**. Bidder will verify that equipment in functional specification do not exceed the lift capacity and have sufficient protection to avoid damage during lifting, transport, mobilization and demobilization operations.

If, CT Reel with CT Pipe exceeds the lifting capacity of crane, bidder should provide alternate arrangement for CT Reel lifting at no extra cost to company.

1.2 Coil Tubing Operating Scenarios

Following are the scenarios, but limited to, where Coil Tubing may be used:

a. Nitrogen lifting of wells during testing or cleanout
b. Acidization & Acid spotting
c. Fishing
d. Milling/ Drilling Bridge Plug & Cement
e. Scale/ Wax/ Hydrate removal
f. Cutting tubular or cut to release packers
g. Well Killing
h. Change over the fluid
i. Cement cleaning

OIL reserves the right to change the Well Plan / Well design and the selected Contractor will ensure that they are fully equipped to meet the operational requirements in consultation with OIL. No separate payment consideration will be made for operations due to the above change other than as in price schedule.

Bidder is requested to provide BHA tools list and price of tools for each scenario **if not mentioned in the price schedule.**

1.3 CODES AND STANDARDS

The following specifications will apply to Bidders equipment and maintenance practices where applicable. Bidders will comply with these standards, latest edition.

- API RP 16 ST Coiled Tubing Well Control Equipment Systems
- API RP 5C7 Recommended Practice for Coiled Tubing Operations in Oil and Gas Well Services
- NACE MR-0175 Sulphide Stress Cracking Resistant Materials for Oilfield Equipment
- API Spec 6A Specifications for Valves and Wellhead Equipment
- API Spec 6H Specifications for End Closures, Connectors and Swivels
- API Spec 16C Specifications for Choke and Kill Systems
- ASME Boiler and Pressure Vessel Code

In addition to the above, Bidder will comply with all applicable ASTM codes for materials supplied for the duration of the contract.

2. EQUIPMENT

2.1Minimum Requirements

Bidder will provide all equipment necessary to carry out the jobs specified in the Scope of Work above and described elsewhere herein. The company has suggested an indicative equipment list in the Scope of Work. The company may decide to use a part of the equipment as dedicated package. In case of high mobilization time for Call out packages, such offers are likely to be rejected.

2.2Additional Equipment

The entire Bidder's proposed additional equipment and tools may be included as Attachment.

2.3Maintenance

Bidder will perform all the maintenance operations immediately after the equipment and tools are de- mobbed and keep them in fit for purpose for subsequent mobilization. It will be the responsibility of the bidder to have sufficient no. of crew/personnel at their base/ yard/warehouse for the said maintenance job. All costs pertaining to such maintenance will be borne by the bidder.

Upon request by Company, Bidder will provide proof of maintenance and service history of all item and equipment supplied. All tools and equipment lowered down hole should be properly tested and should be capable of running down hole for its full duration. Bidder will submit spares list which is going to be brought for the OIL job in advance.

2.4Equipment to be operational

Bidder will maintain all equipment and tools in operating condition as per Global Standards or Regional Standards, whichever is greater and will supply all

relevant QA/QC third party certification requested by Company. Any premature tripping to change faulty parts will be viewed seriously. Repeated failures and if the incident/ accident reporting system do not substantiate it, then the Company reserves the right to deduct such incidental spread cost from the invoice of the Bidder.

2.5Adequate stock – Equipment/consumables

The Bidder will maintain adequate stock of spares to actively operate the equipment through the committed work program. Bidder should provide information of spares and critical parts (standby) to the Company representative from time to time. Bidder will indicate the turnaround time to nearest service center and offer complimentary back up if such a time is too long. For O rings at least 8 to 10 times back up should be available with Bidder.

Bidder will maintain adequate stock of tools, spares and accessories to manage the operation of the Work in a remote location. The Bidder should have covered storage space for its tools and equipment in the vicinity of the OIL shore base at Kakinada. The number of tools will be based on the turnaround time between the rig and the shore based service center and back to the rig.

2.6Fuel for Equipment

For the offshore operations the diesel/fuel will be provided by OIL. However, any other lubricant, hydraulic oils, grease, etc., if any, is required for its usage is responsibility of the contractor.

Also, any fuel, oil, petrol, lubricants, if required for maintenance or any tests at contractors shore base is responsibility of contractor.

2.7Equipment Delivery

All the items of the Coil Tubing services need to be delivered will be inspected and certified by TPI at bidder's cost. It would be bidder's responsibility to inform OIL as soon as the equipment / tools are received at their Kakinada yard / Base for inspection.

2.8General Equipment Requirements

The general Coiled Tubing (CT) equipment are outlined in this section, specific functional specification are located in the Scope of Work of this document. The Bidder should follow API 5C7 and API RP 16ST, DNV Offshore Standard OS-E101 for all equipment supplied.

2.8.1 Well Control Equipment

All CT well control equipment should be manufactured in accordance with API 16A, API 16C, and API 6A, wherever it is applicable. The selection of well control equipment for a given application should be conformed to the manufacturers' recommendations. All well control equipment, inclusive of surface piping, manifolds, valves, and fittings exposed to hydrogen sulfide will be in accordance with NACE MR 0175 / ISO 15156.

Well control hoses and connections from BOP to safe area for secondary and

tertiary well control purpose will be fire resistant, capable of withstanding 1100 deg C for minimum 3 minutes. Fire testing will be in accordance with API 6D.

2.8.2 Coiled Tubing Injector

The coiled tubing injector will be capable of generating sufficient force to pull (tension) and thrust (compression) force for the operations intended. CT Injector should have pull capacity of 80,000 lbs, Snubbing capacity of 40,000 lbs. All chains, sprockets and other moving parts will have safeguards to prevent injuries and accidents.

The injector support will be adequate to prevent bending that could cause potential damage to the wellhead, tree or well control equipment.

2.8.3 Tubing Guide Arch (Gooseneck)

The tubing guide arch will have the recommended radius for well intervention work. The end of the tubing guide arch will be constructed to accommodate changing fleet angles and prevent damage to the coiled tubing.

2.8.4 Reel and Coiled Tubing

The reel weight with coiled tubing will have a minimum radius for 1.75" coiled tubing. The reel skid with accessory equipment will not exceed the crane lifting capacity as outlined in Crane load chart may be provided on request by bidder. No separate payment on fatigue of the reel or back up reel will be paid to the Bidder. Bidder should be prepared to operate in the well environment given above irrespective of the brine used in the well and without any additional payment consideration for such operation except as stated in Price Schedule.

2.8.5 Power Supply

The power supply will be configured to provide all mechanical, hydraulic, pneumatic or electrical 'power to the coiled tubing equipment.

2.8.6 Monitoring Equipment

The control console will have gauges to monitor critical well control parameters on CT well including but not limited to pipe fatigue, pressure, fluid rate, depth, etc. In addition a Data Acquisition System (DAS) will be required to record critical operational and equipment parameters. Recorded electronic Job log will be provided by bidder after completion of each job. All the electronic monitoring devices will have back-up.

2.8.7 Elastomers

The planned services for well intervention may include hot live oil / gas wells. Bidder will ensure that the BOP elastomers and grippers (two required) will be suitable for 300 F and 10000 psi. Contractor should verify each component is compatible with any corrosive fluids that might be produced from the well or introduced as part of the CT operation. Contractor is not responsible for flow back operations. However, the return fluid (Corrosive Wellbore/ Well Fluids, gas), if any from the well may be flowed through CT & Tubing annuls (if required). Hence, every component of CT including CT pipe, Injector, etc. should be

compatible to any corrosive fluids that might be produced from the well or introduced as part of the CT operation. Elastomers which will be used in down-hole equipment must have a capability to sustain to 300 deg F.

2.8.7.1 Elastomer Selection

Elastomer selection criteria will include the following performance parameters:

- Rapid gas decompression
- Chemical compatibility
- Temperature performance range
- Extrusion resistance
- Abrasion/erosion resistance and
- Pressure rating

Bidder should refer to API 6J for additional information on testing of oilfield elastomers.

2.8.7.2 Rapid Gas Decompression (RGD)

Ram seals are vulnerable to RGD in well interventions. The decompression rate below 1,000 psi is critical. The bleed down rate should follow manufacturer's recommendations to avoid RGD and resulting seal failure.

2.8.7.3 Temperature Performance Range

The elastomers must perform across the range of temperatures encountered during operations Bidder should be aware of critical operations where temperature range changes typically occur:

- Ambient temperature extremes before, during and after the operations
- Wellbore temperatures
- Bleed down operations causing cooling due to the Joule Thompson effect
- Heated treatment fluids
- Cryogenic fluids

2.8.7.4 Operational Procedures

Bidder should be aware of procedures to maintain temperatures within the OIL requirements. The following options should be considered where applicable and proposed to OIL during pre-job planning of well intervention activities:

- Continuous injection of cooling fluids (in hot environments) or heated fluids (in cold environments) across the well control stack rams and piping, and
- Controlling the external operating environment of the well control stack and piping.

2.8.7.5 Abrasion/Erosion Resistance

Bidder will provide recommendations to minimize the effects of abrasion and erosion of elastomers, Bidder will ensure the material selected for the well control stack and the stripper are appropriate for the operation, rams are

retracted and out of the fluid flow path.

The strippers will be suitable for abrasion by pumped fluids, sand cleanouts and milling operations.

2.8.7.6 Pressure Rating

All elastomers will be suitable for the pressure rating of the equipment component in service.

3. EQUIPMENT SPECIFICATIONS

3.1 General

OIL's equipment requirements for Coiled Tubing Services will be suitable for safe and efficient operations. The following equipment specifications are designed to meet the planned mechanical and pumping applications anticipated mentioned in Scope of Work. Bidder will propose any equipment required and not specified in the tender, such proposed equipment will comply with applicable API/ISO standards. The surface and Down hole tools will be fit for purpose. Any omissions by OIL does not relieve the Bidder from following manufacturer's recommendations or/and sound industry practices. Any deviations from the equipment specifications or recommendations to improve efficiency and complies with OIL well control requirements, pressure requirements and material requirements should be submitted for OIL's consideration.

3.2 Coil Tubing Units

3.2.1 High Pressure Nitrogen Unit (Will be made available through OIL's existing Well Testing Services)

3.2.2 High Pressure Coil Tubing Unit

I) Coil Tubing and Reel

a. The Coiled Tubing Reel will have the following requirements

- 2" WECO 1502 Union connection.
- Reel swivel and stub shaft will be rated to 10,000 psi working pressure.
- Friction Wheel depth counter or encoder with mechanical backup
- Coiled tubing string and reel will be skid mounted with lift and crash frame to prevent damage during lifting, loading and unloading and transportation from shore base to offshore location and vice versa.
- The CT reel should be equipped with a hydraulic brake system and a mechanical backup system in the event of loss of hydraulic power.

b. Reel capacity will be sufficient height and width to accommodate 4500 meters of 1.750" coiled tubing and allow for two inches of freeboard.

c. Coil Tubing OD & length to be 1.75" x 4,500m.

d. Metallurgy of CT pipe should meet standards API 5 ST, NACE MR0175

e. Suitable for well condition stated before (Section: 1.1.1)

f. High pressure coiled tubing with grade 90,000 lbs yield strength (minimum). Wall thickness of coiled tubing must be computer simulated and selected to suit operational requirement.

g. Burst & Collapse should meet the API RP 5C7 standards and the Max anticipated wellbore condition calculated by CT vendor for well condition stated before (Section:1.1.1)

h. The method of welding the Coiled tubing will be bias welded. No butt weld is allowed.

i. Bidder needs to maintain & provide Backup reel & CT String without any extra cost to the company so as to avoid interruption/delay in the Operations.

j. Bidder should have Yard Spooler, Capable of removable spools, ability to spool off working reel and swap to new spool to working reel, if required.

II) Pressure Control Equipment

All of pressure control equipment must be connected by API flange rated to 10,000 psi. This also applies for tree adaptor flange and riser. BOPs, 10,000 psi WP (minimum), suitable for 300 F.

Coil Tubing BOP

a. The standard BOP configuration will be a quad described top to bottom, and their functions:
    i. Blind ram – seals the wellbore when the CT is out of the BOP
    ii. Shear ram – cuts the CT and seal the wellbore.
    iii. Slip ram – supports the weight of CT hanging below it
    iv. Pipe ram – seals around the hanging CT

   Combi BOP system will also be acceptable.

b. The design, maintenance and certification should be as per API RP 16ST. Bidder should refer to API RP 16ST Paragraph 4.2.6.6 for the well control stack configuration and acceptable barrier requirements. The seals of BOP and Stripper should be rated for 300 deg F.

c. Dual combi BOP will be installed first on DP/flow-head and frac tree.

d. Kill ports will be available in the stack.

e. Kill port, each kill port on quad or combi BOP to be equipped with double isolating gate/plug valves. Those valves are flange connected and remote control.

f. Flow cross to be installed between BOPs. Each side of flow cross must have 1 flanged remote-operate hydraulic & 1 manual flanged gate valves.

Stripper (Packer or Stuffing Box)

a. OIL requires two single strippers to be available for most planned operations. For high pressure operations and jobs where abrasive fluids are circulated to surface two single strippers or a dual stripper will be required with a radial secondary stripper, (Optional). The hydraulic stripper pressure will be maintained regardless of prime mover operation. A backup system incorporating a hand pump or air pump system will be used

b. The Stripper will have the following attributes:

- Suitable for 10,000 psi working pressure (static) when coiled tubing is stationary
- Stripper elements suitable for 300 deg F surface temperature
- Flanges connections in accordance with API 6A
- Side Door access for ease of changing out rubber seals
- Injection port to enable injection of inhibitors and / or lubricants

Injector Head and Control Cabin

a. The injector head should be for the 1.75" coil tubing.
b. Injector size should have ability to fit with the available Track Stack (Jacking frame). Bidder shall arrange compatible adapter for NOV supplied Track Stack Jr (8x8) Tower Package, if required, with no extra cost to OIL. Bidder can get the details of jacking frame from OIL.
c. The injector head will have the following attributes:
   - Control Cabin Unit should be Zone-2 Compliance.
   - Injector Head unit should be Zone-1 Compliance.
   - Ability to apply sufficient dynamic axial force to the CT to control movement into or out of a well
   - Sufficient traction to avoid slipping on the CT
   - Sufficient static force to hold the CT when stopped
   - Depth Counter
   - Injector Head c/w swivel strut-support-gooseneck & support frame, complete with suitable anti-bulking guide.

Coiled Tubing Power Pack

a. The power pack must be suitable to supply relatively high-volume, low-pressure hydraulic fluid to dynamic equipment (injector head and reel) and relatively low-volume, high- pressure hydraulic fluid to static devices (stripper and BOPs).
b. Power Pack should be Zone 2 Compliance.
c. All power packs must be equipped with accumulator with sufficient pre-charged pressure and hydraulic volume enough to activate a full close-open-close BOP's cycle. Bidder will supply a power pack with a diesel engine.

Coiled Tubing Lifting Frame (CTLF)

a. Should be modular design to meet required Tension capacity, structural integrity and heave compensation
b. The CTLF shall be able to meet the lifting load of minimum 120 MT.
c. Should have specific connection points for attaching the coiled tubing injector head, top drive system, and other relevant equipment.

d. Should have the mechanisms for lifting and lowering the coiled tubing incorporated features like hydraulic cylinders, winches, or other lifting systems.
e. Designed and certified to meet industry standards and regulations, such as DNV 2.7-3 (for lifting), API 8C (PSL-1), and potentially ABS or DNV-GL certifications.

Other Requirements

a. Tubing Guide Arch (Gooseneck) will have the recommended radius for well intervention work with 1.75" CT. The end of the tubing guide arch will be constructed to accommodate changing fleet angles and prevent damage to the coiled tubing.
b. Bidder will provide Quick latch Connections to facilitate safe and efficient operations where possible. Bidder will provide technical information on any proposed connections recommended above the stripper, to makeup with wellhead or drill pipe or stabbing into the BOP stack.
c. Bidder Will provide Quick test sub, 2 nos. for easy connect and disconnect of stripper to BOP and will save time between the job by providing pressure integrity in CT stack by means of testing seal, with proper testing equipment only in instead of testing whole CT stack.

3.2.3 Crossovers

Bidder will deploy sufficient numbers of crossovers (minimum two) for Well test Flow head to coil Tubing BOP API flange rated to 10,000 psi suitable for well condition mentioned in SOW.

a. Thread connections of the flow head, Drill pipe 3 ½" and 4 ½" Tubing, Flow tree are as follows:

   - 3½" Tubing: 12.95 ppf PH – 6.
   - 4½" Tubing: 17 ppf PH-6
   - Flow head top/handling sub top, 6.1/2", 4ACME OTIS- Box, 10K
   - Wing: 3" FIG 1502

b. Any other crossover that may require for successful execution of the intended operation.
c. The pressure rating of the crossover will be 10,000 psi
d. The temperature rating of the crossover will be 300 deg F for down hole usage & 250-F for surface usage
e. The crossover should be suitable for sour service and compliant with NACE MR 01 75
f. All applicable ASTM / API standards will have to be complied with.

3.2.4 Coil Tubing Down hole Tools

a) Down hole Tools compatible with 1.75" CT including but not limited to:

- High pressure CT connector.
- High pressure double check valve.
- Motor Head Assembly Knuckle joints
- Straight joint/ Sinker Bar
- Disconnect sub – shear & hydraulic release
- Jetting nozzle

- High pressure jetting service
- Rotating jet service

b) Coil Tubing Fishing Package

- Dual Acting Hydraulic Intensifier
- Dual Acting Hydraulic Jar (flow activated or reset by Pumping)
- 2" Hydraulic release JDC overshot for 1.375" external fish neck
- 2" Hydraulic release GS pulling tool for 1.38"-1.40" internal fish neck
- 1.5", 2.25", Hydraulic release JDC overshot for 1.375" external fish neck
- 1.5" Hydraulic release JDC overshot for 1.185" external fish neck
- Bowen Overshot
- Overshot Skirt/ Cut-lip housing
- CT to slick-line crossovers
- 2.25", 2" Super Magnets
- 2.25", 2" Pump Through Magnets

Required Down hole tools should be rated to 300 Deg F, 10,000 psi Working Pressure, suitable for Sour Service.

Note: The equipment listed above is based on previous experiences and Company best understands of the requirements. However, the Bidder should highlight and propose any or all equipment which is missed out in the list above, but which would be required for the CT Jobs listed in 2.3. Each of above tool mentioned in each category will have one primary and one B/U tool with sufficient inventory of spare to cover tool failure or damage situation during the Operation.

3.2.5 Acid Pickling, Bull heading, Jetting and Spotting services

It is responsibility of the contractor to suggest for the acid recipes (including raw acid, corrosion inhibitor, iron control agent, universal solvent, scale inhibitor etc.) based on the field and well details for pickling and spotting operations. Contractor is required to include any additional chemicals required, i.e., neutralizer for safe operations. MSDS for all the chemicals suggested must be submitted to OIL. The contractor should make sure that the crew is equipped with suitable PPE (Personal Protective Equipment) while handling acid.

The contractor should provide bull nose, pulsating, jetting tool and any other jetting tool capable of pumping acid through it.

The contractor should provide facility to transfer acid and other chemicals from the supply boat. Any additional iron/ hose/ x-overs/ transfer pump required for the transfer of the acid is contractor's responsibility.

3.2.6 Pumping Services Positive displacement pump

- Pumping capability: 0.7-3 BPM at 10,000 psi pumping pressure
- Minimum 500 HHP.
- Capability to pump acid, scale inhibitors, brines, corrosive fluids and any other chemicals required for all the jobs mentioned in SOW.
- Pressure recording, Rate measurement option at the DAS panel with the capacity of chart recorder.
- In-line flow meter for fluid rate measurement downstream of pump

Attachment-III

A. The Acid Treatment / Frac Stimulation Crew

1.1 Base Manager:

Category	Function	Experience
Base Manager	Complete Co-ordination & follow up of Offshore Stimulation & Marine Operations, maintenance of equipment, deployment of required crew, reporting & liaison with OIL and Lead Manager for operating the safety management system (SMS) as per ISM guidelines. Should be capable of analyzing the stimulation treatments carried out on daily basis and submit a report on weekly basis. Also, should suggest remedial measures for further improvement if any.	Engineering degree with 5 years of experience in management and co-ordination of stimulation /fracturing/Acidization operations under Offshore well along with documentary proof.

1.2The Acid / Frac Stimulation Crew Composition

In addition to Base Manager, the regular minimum crew composition of the stimulation personnel to be deployed on the Rig / Vessel (To meet allowable POB) shall include:

SN	Category of Personnel	Nos.
1	Stimulation Engineer	1
2	Stimulation Supervisor	1
3	Equipment Operator	2
4	Laboratory Technician	1
5	Mechanic Technician	1
6	Electronic Technician	1
7	Helpers	2
8	Data Acquisition Specialist	1
	TOTAL	10

Note:

The deployment of personnel for Stimulation operations with Rig shall be as per job requirement, job location as decided by OIL.

Age of Stimulation Crew should not exceed 60 years during the contractual period.

1.3 The Crew Personnel – Functions & Experience

The stimulation personnel to be deployed by the Contractor under various categories, their broad functions & duties including minimum experience is indicated below against each of the categories. English being the official language of the Contract the personnel engaged should be able to communicate in English:

Category	Function	Experience
Stimulation Engineer	Complete Co-ordination & follow up of Offshore Stimulation & Marine Operations, maintenance of equipment, deployment of required crew, reporting & liaison with OIL and Lead Manager for operating the safety management system (SMS) as per ISM guidelines.	Engineering degree with minimum 3 years of experience in stimulation / fracturing / Acidization operations under Offshore well conditions along with documentary proof.
Stimulation Supervisor	Overall control & responsibility of operations & maintenance, inventory management, Safety officer for SMS	2 years of experience as Stimulation Supervisor under Offshore well conditions along with documentary proof.
Equipment Operator	Overall control & responsibility of operation of Acid treatment / fracturing equipment on the rig. And, Rig up and Rig down of line connections loading and mixing of chemicals, Assistance in repairs and maintenance of equipment.	2 years of experience as stimulation operator under Offshore well conditions along with documentary proof.
Data Acquisition Specialist	Operation and maintenance of the electronic data acquisition systems.	2 years of experience as Data Acquisition Specialist under Offshore well conditions along with documentary proof.
Laboratory Technician	Operation and maintenance of stimulation lab equipment	2 years of experience as Laboratory Technician under Offshore well conditions along with documentary proof
Stimulation Mechanic	Maintenance of stimulation / marine equipment, forecasting requirement of spares	2 years of experience as Mechanic cum stimulation operator under Offshore well conditions along with documentary proof.
Electronic Technician	Responsible for maintenance of electrical & electronic instruments	2 years of experience as Electronic cum stimulation operator under Offshore well conditions along with

Category	Function	Experience
		documentary proof.
Helper	General Assistance	01year experience as helper in offshore with documentary proof

B. The CTU Crew

1.1 The Crew Composition

The regular crew composition of the CTU personnel to be deployed on the Rig shall typically include:

SN	Category of Personnel	Nos.
1.	Coil Tubing Engineer	1
2.	Coil Tubing Services Supervisor	1
3.	Coil Tubing Operator	1
4.	Coil Tubing Operator Assistant	2
	TOTAL	5

Note:

The deployment of personnel for CTU shall be as per job requirement, job location & priority of jobs to be decided by OIL.

Age of CTU Crew should not exceed 60 years during the contractual period.

1.2 The Crew Personnel – Functions & Experience

The CTU personnel to be deployed by the Contractor under various categories, their broad functions & duties including minimum experience is indicated below against each of the categories. English being the official language of the Contract the personnel engaged should be able to communicate in English:

Category	Function	Experience
Coil Tubing Services Supervisor	Overall responsibility of CTU operation, maintenance & inventory management.	2 years of experience as Coiled Tubing Supervisor under Offshore well conditions along with documentary proof.
Coiled Tubing Engineer	Engineering Support during Operation from base office.	2 years of experience as Coiled Tubing Engineer under Offshore well conditions along with documentary proof.
Coil Tubing Operator	Operation & maintenance of CTU unit and job execution.	Experience (min 3 years) in operation of CTU for Offshore wells along with documentary proof
Coil Tubing Operator Assistant	Rig up/ rig down, general assistance in maintenance etc.	Experience (min 2 years) in operation of CTU for Offshore wells along with documentary proof

a) Personnel will be on a callout basis. Personnel should meet the global standard for each title. Personnel deputed on rig should have capability for maintenance of all CT equipment available on Rig The crew shall be responsible for the

following:

- Perform all pre-job checks on the equipment at the base.
- Prepare load out lists to include all parts, tools and spares of the equipment.
- Ensure the equipment is safely packaged.
- Ensure equipment is safely kept in Bidder's base in proper and orderly manner with proper tagging.
- Maintain adequate stock and inventory of tools and spares at the Shore Base to perform uninterrupted work program.

b) Conceptualize needs of Company's Testing and Completion program and pro-actively suggest alternative means to achieve the objective.

c) Personnel should have capability to operate Jack up/ Track Stack frame

d) The crew supervisor should have experience of Coil Tubing Milling, Jetting, Fishing, Acid jobs, Frac Cleanout etc. Crew Supervisor should also have experience to run all tool provided by bidder.

e) The crew should have experience of rig up, performing the Coil Tubing, Nitrogen job and Acid on Floater Rigs as applicable.

f) The Bidder will be responsible for any MOHA or other clearance for sending the crew offshore.

g) The Crew should have an Electronic technician & Mechanical technician during CT Rig up to avoid major downtimes at no cost to company. Bidder to provide the CVs of each crew member proposed for the project and gets approved by the COMPANY before sending offshore.

APPENDIX–1

The contractor's and OIL's responsibilities will be as per the Matrix of Responsibilities provided in the bid document / Contract at Appendix 1.

RESPONSIBILITY MATRIX

Responsibility Matrix –Acid Treatment / Fracturing of 02 Nos of Oil/Gas Wells			
NO	**DESCRIPTION**	**RESPONSIBILITY**	
		COMPANY	**CONTRACTOR**
1.00	**Project General**		
1.01	Rig-floor for placing Stimulation, CTU & FPU equipment	**X**	
1.02	Spotting, Mounting, Sea fastening & Dismantling of all Stimulation equipment on Rig including obtaining clearances from Rig / Rig warranty Surveyor (M/s DNV)		**X**
1.03	Provision of Offshore services for Drilling rig / Well Testing including manpower	**X**	
1.04	Provision of Packer, Frac-string (Tubing/DST), Sub-sea BOP, Sub-sea Test Tree, Wellhead / Control Head and Surface Flow-head.	**X**	
1.05	Acid treatment/Frac job Design & execution, Supervision and evaluation of Flow back program		**X**
1.06	Approval of Acid program, Fracturing Program, Pre-Frac & Post-Frac Operations	**X**	
1.07	Well Preparation/Completion Plan	**X**	**X**
1.08	Providing the Acid treating/Fracturing equipment consumables and services for Acid treating/Fracturing, neutralization, solvent treatment, scale removal jobs (as required).		**X**
1.09	Provision for Wire line Services for logging and Perforation.	**X**	
1.10	Provision of Drill / operational Water for fracturing.	**X**	
1.11	All stimulation equipment (Acid treating/ fracturing, FPU & CTU), execution and supervision of jobs including manpower		**X**
1.12	Flow back & unloading using CT, including well cleanout (till neutralization)		**X**
1.13	Provision of N2 with NPU services for flow-back operations.	**X**	
1.14	Provision for CTU & FPU equipment with all tools & accessories including operating manpower.		**X**
1.15	Provision for down-hole equipment (if any), Fracturing Chemicals, Clean-up fluids related with fracturing and clean-up operation/ activation		**X**
1.16	Provision of acid formulation along with acid pumper, neutralizer and tanks on the Rig		**X**
1.17	Preparation of Acid, Fracturing, clearing of sand plugs, and activation program		**X**

Responsibility Matrix –Acid Treatment / Fracturing of 02 Nos of Oil/Gas Wells			
NO	**DESCRIPTION**	**RESPONSIBILITY**	
		COMPANY	**CONTRACTOR**
1.18	Well Control Liability	**X**	**X**
1.19	Clean Up Liability within the rig including safe disposal		**X**
2	**Preparation of Stimulation / Acid / Fracturing Program**		
2.1	Review of Existing Data (as available)		**X**
2.2	Providing the available Drilling/ Geological/ other Data	**X**	
2.3	Providing Existing Open Hole and Cased Hole Log Data	**X**	
2.4	Providing Core and fluid samples for lab test as per availability	**X**	
2.5	Well Test Data	**X**	
2.6	Interpretation of the data		**X**
2.7	Laboratory tests as required		**X**
3	**Operations**		
3.1	Medivac, if any, up to shore base	**X**	
3.2	Firefighting facilities	**X**	
3.3	Disposal Equipment	**X**	**X**
3.4	Crane with manpower at Jetty (as per SOW)	**X**	
3.5	Adequate Lighting for Operation	**X**	
3.6	Provision for Diesel Supply at the site (Rig) for frac jobs and contractor's equipment / units	**X**	
3.7	Provision for storage of chemicals in the Rig floor in rig i) Space for storage (sufficient for 2 jobs as per job requirements) Storage of chemicals at OIL provided Rig	**X**	**X**
	ii) Stacking and proper coverage of chemicals, hardware etc.	**X**	**X**
3.8	Accommodation and Catering for all Contractor personnel on Rig (or vessel depending upon POB)	**X**	
3.9	Transportation of the Contractor Personnel to the Offshore Rig from helibase	**X**	
3.10	On land Boarding, Lodging, and Transportation of Contractor Personnel		**X**
3.11	On land Transportation – Contractor's equipment and material		**X**
3.12	Inter location Transportation of Vessel containing Contractor's Equipment and materials	**X**	

SPECIAL CONDITIONS OF 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, the provisions herein shall prevail over those in the GCC.

1.0 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 in this Contract 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 in this Contract.

ii. **"Drilling Unit"** means Anchor Moored Semi-Submersible Drilling Unit complete with pumps, power packs, drilling equipment and other accessories.

iii. **"Vessel"** means Offshore supporting vessel designed for logistical support of offshore oil and gas platforms with deck area for performing offshore operations like loading, transport, execution of intended services.

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 Contract 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 at Port Blair and Kakinada, Andhra Pradesh for the Andaman and Nicobar Islands wells.

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 Contract.

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 completes the mobilization successfully under this Contract.

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 Company/Gas wells, more particularly all the operations required to be carried out pursuant to this Contract.

xviii. "**Inter-location movement**" means the last anchor racked by the Drilling Unit from the present well location after issuance of Rig release notice by the Company Representative till the first anchor dropped by the Drilling Unit at the next designated location.

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.

xxi. **"Equipment"** means equipment required for Acid treating/fracturing operation with associated services (Acid handling, CTU & FPU) as listed in the Contract.

xxii. **"Contractor's Base"** means where the Contractor will establish camp for their equipment and personnel at Kakinada. The Contractor has to carry out maintenance for the equipment in the base camp.

xxiii. **"Acid treatment/fracturing & CTU – FPU Operation"** means all operations required to be carried out pursuant to this contract.

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 after successful completion of Mobilization at Contractor's Shore base, Kakinada as per the mobilization schedule, mentioned in SCC clause 2.3, and are in readiness from all respects to commence operations as per the respective Scope of work and duly certified by the Company Representative. The next day of mobilization completion herein referred to as "Commencement Date".

2.3 MOBILISATION TIME AND DEMOBILIZATION:

The Contractor shall mobilize the Services along with the crew, to commence operations as per Scope of work of individual phases and as per the mobilization schedule to the designated locations detailed below.

Phase / Service	Location	Timeline
Kickoff Meeting & Data Collection	KGB Project Office, OIL, Kakinada	Within 10 days from the date of Mobilization Notice.
Arrival of Contractor's Stimulation Equipment at Shore Base for on hire survey	Kakinada, Contractor's shore base	Within 70 days from date of issuance of Mob Notice
Removal of all equipment	Company's Shore Base	Within 3 days from the date of issuance of De-Mob Notice

Mobilization Completion Certificate shall be issued by Oil India Limited upon successful completion of mobilization.

2.3.1 MOBILIZATION FOR EXECUTION OF ACID TREATMENT/FRACTURING JOB IN 02 NOS. WELLS

Post award of the contract, OIL shall issue mobilization notice for the contract service and following milestones activities shall be completed within the stipulated timeline:

i) Submission of documents for equipment including residual life certification, Rig Safe certification, & maintenance records etc., consumables and manpower CV as per terms and condition under ToR / SoW of the tender / contract.

ii) For equipment under acid treatment/frac services and CTU-FPU packages, the contractor shall bring and place all equipment within 70 days, from date of mobilization notice, at Contractor's Base for on-hire survey by OIL. The Contractor shall intimate the Company in writing about their readiness to on-hire survey at Contractor's Base. The Company representative will carry out the on-hire survey / inspection of the equipment jointly with Contractor's personnel within 05 (five) working days of intimation received from the contractor.

Post completion of the on-hire survey of the acid treating/fracturing package and CTU – FPU packages, Company will provide Vessel at Kakinada Port for transportation of the same to the rig. The contractor shall then complete the spotting, sea-fastening and wet test of the equipment within 5 days from the date of loading of equipment onto the rig.

NOTE for (i) & (ii): Mobilization of individual service packages will be considered as completed on the date of successful on-hire inspection of equipment, for respective service packages (Acid/frac, FPU & CTU, as applicable) and acids including all other chemicals for minimum 02 jobs, along with necessary documents carried out by Company representative and/or by Third Party Inspection agency.

iii) On-hire inspection of the services shall be done only at the Contractor's shore base. In case, the on-hired equipment are not sent to rig for sea-fastening due to any reason not attributable to Contractor, then Individual Service Day Rate charges as applicable shall be payable after 7 days onwards from on-hire survey date, e.g., in case on-hire survey is completed on Day 1, then Individual Service Day Rate shall start from Day 8.

iv) Company will certify completion of mobilization after inspection, compliance to the terms & condition of tender/contract. The date certified by the company shall be treated as the date of completion of mobilization.

v) The succeeding day of issue of mobilization notice shall be counted as day 01 for the purposes of Mobilization period.

vi) Mobilization charges are inclusive of transportation, sea/airfreight, loading/unloading, shipping, wharfage/ demurrage and harbour fees, port or airport fees, packing and handling charges, permit, import clearance charges and all insurance adequate to cover the shipment from the place of origin until arrival at Contractor's Shore Base at Kakinada.

vii) Company shall have the option to ask for delayed mobilization of the services as per Contract. A minimum notice period of 30 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, limited to twice in the duration of the Contract.

Note: A kick-off meeting for mobilization shall be held within 02 (two) weeks from the date of issue of the mobilization notice which the Contractor should attend and submit the schedules along with various dates. After the kick-off meeting Contractor shall submit fortnightly report or any other report as desired by The Company showing progress in each activity of mobilization.

2.3.2 Demobilization of Services: The Contractor shall arrange for and execute demobilization of the Acid treatment/Frac Services & CTU-FPU Services upon receipt of Demobilization notice from the Company. The above services shall be demobilized and offloaded at the OIL's shore base as per the Contract. The contractor will ensure that Company's Shore Base is cleared-off Contractor's property within 03 days from the date of offloading at the Company's shore base.

2.4 Duration of contract: This CONTRACT shall remain valid for a period of **06 (six) months from the date and time of commencement, extendable by another 06 months at the same rates and terms & conditions or for 02 wells 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 get automatically extended till its completion.

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 & completion within the stipulated period as per SCC clause for commencement of operations, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total Contract cost, per week or part thereof of delay subject to maximum of 7.5% of total contract cost.

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 all

services at the designated locations 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 TERMS OF PAYMENT: As per the SOR clauses, subject to submission of End of Job Report on completion of each job. Company agrees to pay the Contractor for work performed/services rendered and material/equipment supplied and personnel deployed by the contractor as per the Scope of Work, a sum computed at the rates specified in the price schedule of Contract. The rates payable shall be firm during the entire contract period, including extension period, if any.

Submission of Invoice: All invoices are to be uploaded through Vendor Invoice Management (VIM) portal only.

5.0 INDIVIDUAL SERVICE DAY RATE (ISDR)

5.1 The Individual Service Day Rate (ISDR) for the services shall be payable from the succeeding day of completion of mobilization as per SCC Clause no. 2.3, except when specifically, otherwise provided for in this Contract as per the rates given at rate schedule.

5.2 In case, the equipment (Acid/frac, FPU & CTU) which require sea-fastening at rig are not sent to rig after on-hire survey due to any reason not attributable to Contractor, then ISDR Charges as applicable shall be payable after 7 days onwards from on-hire survey date, e.g., in case on-hire survey is done on Day 1, then ISDR Charges shall start from Day 8. However, if any of the Equipment / Tools of the above service(s) are found to be defective or not in operating condition as per its intended operations during hookup or pressure testing or startup / commissioning operations at Offshore Drilling Rig, the ISDR charges

shall be revoked from the date of consideration till the Equipment / Tools / Services are brought into operation.

5.3 ISDR shall not be paid for the duration when Charges for sea-fastening & dismantling of sea-fastened equipment are payable. In case of issuance of interim de-mobilization notice by Company, the ISDR Charges shall not be payable for the duration, till completion of interim re-mobilization.

5.4 ISDR Charges shall be payable till the equipment(s) are offloaded at Shore Base after issuance of final demobilization notice.

5.5 ISDR charges shall not be payable for the duration when the OCDR charges are payable during operation in well for individual services.

5.6 ISDR charges shall not be more than 75% of the quoted OCDR charges.

6.0 OPERATING COMPONENT DAY RATE (OCDR)

Contractor shall be paid Operating component day rate (OCDR) whenever applicable for Acid Treatment/fracturing services and CTU-FPU Services as guided in SOR clause. The period shall be pro-rated to the nearest hour.

6.1 ISDR shall not be payable for the duration when the OCDR Charges are payable for that particular service.

6.2 For payment towards any OCDR charges, the tool/equipment should always be available in working condition during that period.

7.0 SERVICE BREAK DOWN & PENALTIES:

7.1 The Individual Service Day Rate (ISDR) and Operating Component Day Rate (OCDR) charges quoted for that particular service covered in the Acid Treatment/Fracturing Services or /and CTU-FPU Services shall not be paid for such period, that service either:

i) Breaks down,

Or

ii) is not operating or not available as per its intended operations due to which the Drilling unit / other services cannot perform its intended operations,

Or

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

7.2 A pro-rata penalty @ 10% of OCDR Charge of the respective services of shut down shall be imposed & deducted from monthly invoices of the contractor in case of non-availability of the services, manpower, tools, equipment resulting into shut down of Well operations and/or rig and or other services. This deduction shall be in addition to the zero rate for the duration of that particular service for which the rig has faced shut down of the operations.

8.0 INSPECTION CLAUSE Company shall get the equipment of hired services inspected on its own or through any of the following internationally reputed third-party inspection agency as per the tender specifications. Company at its option, can nominate any one of the following third-party inspection agencies for inspection of various Acid Treating/Fracturing services and the cost of the third-party inspection will be borne by Company: a) OES, UAE b) LRDISI c) ABS d) Oil field Audit Services Inc., e) DNVGL NDA f) OMCI g) Any other agency nominated by COMPANY.

i) Company will accept the services only after Company/nominated third party inspection agency confirms that the services are as per tender specifications.

ii) Subject to timely mobilisation of TPI Inspector by the Company, the Contractor has to ensure completion of all inspection before the services are allowed to be positioned at the rig/designated locations.

iii) Contractor shall confirm Completion of inspection and complete readiness of stipulated services in all respects, to the satisfaction of Company including conformity to Company tender conditions and specification certified by Company /third party inspection agency prior to commencement of contract.

iv) Notice for inspection as per (ii) above is required to be given by the Contractor 7 days in advance.

9.0 CONTRACTOR'S OBLIGATIONS:

9.1 PERSONNEL:

9.1.1 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.

9.1.2 The Contractor shall appoint a Base Manager as the Contractor's representative who must be in charge of the project and must be primarily based in Kakinada. However, he will be required to visit Port Blair as and when required. The Base Manager must have the entire power requisite for performance of the work. He must liaise with other service providers like Drilling rig, bundle service, logistics, shore base services etc., and report to the OIL's Production Engineer, based in Kakinada for the proper co-

ordination and timely execution of the job.

9.1.3 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.

9.1.4 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 from issue of mobilization notice and got approved by Company before commencement of the work.

Note: Replacement – if any during the currency of the Contract with equivalent qualification / experience needs Company's prior written approval.

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

9.1.6 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.

9.1.7 Contractor will immediately remove the personnel upon receiving notice from the Company without hampering the operations and replace the personnel at the earliest, 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.

9.1.8 All Contractors' personnel shall be conversant with Oil Field Safety and Fire Fighting Practices and shall comply with Company HSE norms and standards.

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

9.1.10 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.

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

9.1.12 Fitness Certificate: All offshore going personnel should have valid Fitness Certificate issued by any Registered Medical Practitioner with minimum qualification of MBBS. The validity of the certificate should be 2 years from the date of issue. 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.

9.1.13 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 remobilization. The Company shall provide transportation from Company designated Heli-base to the Drilling Unit, the Company will also provide accommodation and food while the personnel is on the Drilling Unit. Any day rates for personnel will be paid only when on the drilling unit. If any person/personnel are mobilized/remobilized to the Company's Shore Base or offloaded from the Drilling Unit 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.

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

9.2 FOOD, ACCOMMODATION, TRANSPORT AND MEDICAL FACILITY AT DRILLING UNIT:

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

9.2.2 Air Logistic transportation of Contractor's and their third-party personnel to the offshore Drilling Unit shall be arranged by the Company. Contractor will have to arrange their own transportation arrangement up to Port-Blair airport (Company designated Heli base).

9.3 CONTRACTOR'S ITEMS:

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

9.3.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of Contractor's items including spares and replenishing them as necessary.

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

9.3.4 The Company shall provide fuel to the Contractor's Equipment at the Drilling Unit only.

9.3.5 Contractor will be responsible for lubricants for operation of Contractors equipment at Contractors cost.

9.3.6 Contractor will be responsible for fuel, lubricant and water consumed at its shore base. 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.

10.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

10.1 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 existing Drilling Unit, Bundle Services, Logistics, Shore Base & Fracturing 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 Fracturing Service works performed by Contractor.

10.2 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 request, be confirmed in writing by Company's representative.

10.3 Contractor shall arrange for transportation of all equipment, materials, consumables etc. from the port of importation/point of origin to the Company's 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 Company's shore base at Kakinada shall be Contractor's responsibility and at their cost.

10.4 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 Company's Shore Base at Kakinada as per operational requirement and when instructed by the Company.

10.5 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.

10.6 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 10 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.

11.0 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.

12.0 ASSOCIATION OF COMPANY'S PERSONNEL:

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

12.2 Company's representatives shall have free access to all the units of the Acid Treating / Fracturing 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.

12.3 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.

13.0 RIGHTS AND PRIVILEGES OF COMPANY:

13.1 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.

13.2 To change the Acid treatment / frac program to complete or abandon any well at any time.

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

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

13.5 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 provisions in 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.

14.0 INGRESS AND EGRESS AT LOCATION:

Company hereby agrees that it shall provide Contractor with all necessary rights to the location where the well is to be located including any permission /

licenses as required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Company's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Company agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same. Should any permits / licenses / Certificates - as applicable be delayed because of objections of statutory authorities in respect of Contractor's issue, the Contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor. Should Contractor be denied access to the location of intended operations at Rig due to lack of compliance of any permits or licenses required by the Company, time lost as a result thereof shall be compensated at the ISDR for any particular service (s).

15.0 DAMAGE TO PIPELINE, PLATFORMS, DRILLING RIGS OR VESSELS

Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs, vessels and damage or loss of materials or equipment of Company and/or other third-party materials or equipment in the area of operation for reasons attributed to the gross negligence of the Contractor, provided that Contractor's liability shall not exceed US Dollars Five Hundred Thousand per occurrence. The Company shall be responsible for and shall indemnify and hold Contractor harmless for all amounts in excess thereof.

16.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the bid closing date 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.

17.0 RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT:

17.1 Except as otherwise specifically provided in this Contract, any damage to or loss of the Contractor's Equipment (which, for the purpose of this Article 18.1 shall be deemed to include all Contractor's and its sub-contractors 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 equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

18.0 INDEMNITY AGREEMENTS:

18.1 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 favor of 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.

18.2 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.

19.0 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, motor oils, normal water base drilling / completion fluid and attendant cuttings, pipe dope, paints solvents, ballast, bilge 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 Company shall indemnify and hold harmless Contractor for amounts in excess.

(b) Except as otherwise provided in article 19.(a), Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution 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, oil base or chemically treated drilling / completion fluids, contaminated cuttings or caving, lost circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this sub-clause is to reimburse Company US Dollars One Million (US$ 1 Million) of cost paid/incurred by Company 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 Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defence indemnity, holding harmless and limitation of responsibility and liability as set forth in (a) and (b) above, shall be specifically applied."

(d) All the packing materials/empty drums of Contractor's supplied consumable materials like cement, 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.

20.0 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.

21.0 DEMOBILISATION & RE-EXPORT:

21.1 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 Acid Treating / Fracturing Service package, its accessories/equipment, including

the manpower and re-export of the complete Acid Treating / Fracturing package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within the days mentioned in the demobilization notice issued by the Company. Immediately after re-exporting the Acid Treating /Fracturing 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 Acid Treating /Fracturing 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 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.

21.2 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.

21.3 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.

21.4 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another 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 Acid Treating /Fracturing package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable, or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

21.5 '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.

22.0 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.

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

22.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by Company.

22.3 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.

23.0 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.

24.0 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 15 days if replaced by National Crew and 30 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: 7.0 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.

25.0 DEFICIENCY PENALTY:

25.1 If operation is suspended for non-availability of key personnel, Contractor will be penalized as defined under Clause Nos 7.1 and 7.2 above.

25.2 In case of short deployment / deficiency on account of sickness / accident, fifteen (15) 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: 7.0 above will be applicable.

26.0 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 10 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 ten (10) 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.

27.0 LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:

Notwithstanding any provision under this Contract to the contrary, Company shall assume liability except in the event of Willful Misconduct on the part of the Contractor for loss or damage to the Contractor's equipment/tool in hole below rotary table. Company shall at its option either reimburse the Contractor for the value of lost/damaged equipment/tool as declared in the import invoices at the time of mobilization or subsequent replacement/addition of the same equipment/tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the Contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option to replace similar equipment/tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of GCC Clause of the Contract or all such cost shall be payable only after Contractor furnishes notarized undertaking in the prescribed format to the extent that the particular equipment/tool in question is not covered by Contractor's insurance. For claims of lost/damaged equipment/tools, Contractor must intimate the Company of their intention to lodge claim in writing within one month of the declaration of lost/damaged tool by Company and final claim thereof must be made within six months of the date of the lost/damaged tool or before expiry of the Contract, whichever is earlier. The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by Contractor.

NOTES:

(i) The claim on account of Loss /damage should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier.

(ii) Company shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.

(iii) No mobilization cost would be payable towards the replacement of LIH tools.

27.1 DOCUMENTATION OF LOSS:

Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause above, the Contractor shall immediately notify the same to Company describing the loss/damage. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor

shall furnish in support thereof as noted below:
a) List of the Equipment lost or damaged.
b) Extent of the damage.
c) Particulars of import, Customs assessed Bill of entry & invoices.
d) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India.
e) Costs of repairs, if any, supported by evidence of the same.
f) Documentary evidence or self-declaration as per Format provided that the particular tool(s)/equipment in question is/are not covered by Contractor's insurance.

28.0 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.

29.0 FORCE MAJEURE:

29.1 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 and 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.

29.2 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 Rates (ISDR) shall be applicable during these conditions.

30.0 HSE POLICY:

The contractor has provided 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.

31.0 FISHING OF EQUIPMENT:

31.1 In the event any of the Contractor's OR Company OR Company's other Contractors Tools / Equipment is lost / stuck in the well or at site, then the Company shall, at its expense, attempt to recover or retrieve the same. All necessary fishing tools and services, as laid down in the Contract or available with the Drilling Unit, shall be provided by the Contractor as and when the Company decides to fish for any of the Contractor's OR Company OR Company's other Contractors Tools / Equipment. The Company shall have full responsibility and liability for such Operations and the Contractor shall render support in an advisory capacity at all times in connection with such fishing operations.

31.2 If such fishing activity occurs due to Contractors' gross negligence, then "Zero Rates" will be applicable for the entire Services during the period of fishing operations.

32.0 DIESEL: The Company shall supply HSD for the Acid Treatment/ Fracturing Services and CTU-FPU Units on the Drilling Unit.

33.0 Consumables: For all consumable materials, the reimbursement shall be as per actual consumption as per the "Schedule of Rates".

34.0 PERMITS, CLEARANCES AND LICENSES

Contractor agrees that it shall secure permits, clearances and licenses for operations of the Acid Treatment/Fracturing services in Indian waters, if required and Contractor shall pay any expenses in this regard. Contractor shall take required License(s) from the appropriate regulatory agencies of Govt. of India at Contractor's cost. However, the Company shall assist the Contractor in obtaining the requisite permit, clearances and licenses.

35.0 LOADING OF EQUIPMENT:

Contractor shall make available all of Contractor's and its Sub-Contractor's equipment, material at Company's shore base at Kakinada as per the operational requirement. Company agrees to transport Contractor's and its Sub-Contractor's material to the drilling location nominated by Company for loading and unloading on board the Drilling Unit at Company's cost.

36.0 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.

37.0 LIMITATION OF LIABILITY:

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 50% of the Contract Price, 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.

38.0 CUSTOMS DUTY:

38.1 The Company will issue Essentiality Certificate for import of Goods in terms

of Custom Notification No. 50/2017-Customs dated 30th June-2017, further amended vide custom Notification No. 02/2022-Customs dated 1st February, 2022, S. No. 404 of Table, List 33 and Condition No. 48, notification no. 08/2022 dated 13.07.2022 and Notification No. 30/2024 dated 23.07.2024 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 15 working days in advance. 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.

Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification no. 08/2022 dated 13.07.2022.

Contractor shall take note of the prevailing customs notifications including the latest amendment vide Customs Notification No. 30/2024 dated 23.07.2024 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. 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 against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof is deemed to 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. Contractor has submitted the list of items which are to be imported for execution of the contract against this tender as per Proforma-A. 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 of tender will be applicable.

38.2 Contractor has provided 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 Essentiality Certificate. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Essentiality Certificate. Company shall issue the Essentiality Certificate 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.

38.3 All imports and import clearances under the contract shall be done by the contractor and Company shall not provide any assistance in this regard.

38.4 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

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

38.5 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.

38.6 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 Essentiality Certificate.

38.7 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.

39.0 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) for Acid Treating /Fracturing Services @ 75 % of ISDR and Personnel Day rate, as applicable, as per Schedule of Rates. The Company shall notify the Contractor, whether it requires the Contractor to store the Equipment at the Drilling Unit or at Shore. 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.

40.0 RE-EXPORT:

The Contractor shall complete re-export formalities upon completion/ termination of this Contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities within 10 days which were provided by Company at the time of import against this contract. De-mobilization will not be considered completed, till re-export of all equipment and documentation with customs and other regulatory authorities are completed fully and submitted to Company.

41.0 TRAINING REQUIREMENT OF PERSONNEL:

41.1 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.

41.2 Additionally, they should have undergone training related to their work profile and for safety while working in areas with hazard of H2S presence.

42.0 NOTICES:

42.1 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
Dy. General Manager (Production), OIL INDIA LIMITED, Kakinada - 533004, Andhra Pradesh, India Email: kgbasin@oilindia.in

For Contractor: To finalized later

42.2 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.

43.0 The following insurance provisions under General Conditions of Contract stand amended as mentioned hereunder for the particular services under this tender/contract:

GCC Clause No.	Amended Clause
14.5	Waiver of subrogation: Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Assured, all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees to the extent of the indemnities undertaken by the Contractor under this contract".
14.6	Not Applicable against this tender/contract
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 @0.5% 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.

44.0 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.

45.0 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 willful misconduct or gross negligence of the Contractor or its personnel or any of its Sub-Contractor or its personnel.

BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS:

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

a) The bidder shall have experience of successfully completing minimum 02 (two) nos. of Acid Treatment or Acid Fracturing or Hydraulic Fracturing (HF) jobs for Offshore oil/gas wells with Surface Treatment / Fracture pressure of 4000 psi or more during the last 10 (Ten) years reckoned from the original bid closing date.

AND

b) The bidder shall have experience of successfully completing minimum 02 (two) nos. of Well Clean Out / Flow Back jobs in offshore oil/gas wells using CTU during the last 07 (Seven) years reckoned from the original bid closing date.

3.2 In support of the experience criteria under Clause No. 3.1 (a) & (b) above, the bidder shall furnish the following documentary evidences (self-attested/attested):

(A) Contract document/Work Order/Service Order showing detailed scope of work,

AND

(B) Job Completion Certificate (JCC) or Service Entry Sheet (SES) or Certificate of Payment (COP) 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) Contract period and date of completion.

Notes to BEC Clauses 3.1 & 3.2 above:

a) 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.

b) 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 No. 3.2 (B) will only be treated as acceptable experience.

c) Work executed through 'sub-contracting' shall not be considered for evaluation.

d) 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.

e) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause 3.2 (A) & (B) above.

f) If the prospective bidder is executing a contract as per Clause No. 3.1 of BEC which is still running and quantity of the jobs executed prior to original bid closing date is equal to or more than the minimum prescribed numbers of jobs as mentioned in Clause 3.1 of BEC, such experience shall qualify for evaluation.

g) 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.

h) 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.

i) Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date.

4.0 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:

Bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 (a) & (b) above, can also bid under the categories as listed below:

4.1 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 (a) & (b).

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 (a) & (b).

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.

4.2 Eligibility criteria in case bids are submitted based on technical experience of Parent/Subsidiary Company:

(a) Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 (a) & (b) above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement etc.

(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.

4.3 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 (a) & (b) 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 Clause No. 4.2 and 4.3 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.

Bidders quoting under the categories as mentioned under Clause nos. 4.1, 4.2 & 4.3 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.

4.4 Bids from Consortium:

In case the bidder is a Consortium of Companies provided the leader is incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause 2.0 above, the following requirement should be complied by the consortium:

(i) The leader or any of its consortium member(s) must satisfy the minimum experience criteria as per Clause No. 3.1 (a) & (b) above and shall not rely on its subsidiary/parent company/co-subsidiary/sister subsidiary or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.

(ii) Consortium bids shall be submitted with a Memorandum of Understanding (MoU) among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MoU must accompany the bid. The MoU must state that the Consortium Member on whose experience/strength the Consortium is bidding, is bound to execute the full part of the contract which falls under/related to the experience submitted by them against Clause No. 3.1 (a) & (b) of BEC above. Moreover, the MoU must clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.

(iii) Only the Leader of the consortium should register against the tender in GeM portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

(iv) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.

(v) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the consortium members. If the leader of the consortium changes during execution of the contract (if awarded), the contract shall be liable for termination.

(vi) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

(vii) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

(viii) In case of consortium bids, the bid shall be signed/digitally signed in line with tender stipulation by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid.

(ix) Documents/details submitted with the bid pertaining to qualification of the bidder must be furnished by each partner/ member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

(x) The leader & other members of the consortium must confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this tender. This confirmation must be submitted along with the technical bid.

(xi) **Constitution of Consortium**: The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

(xii) **Signing of Contract**: In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.

(xiii) Members of the consortium are not allowed to quote separately/ independently/or through any other arrangement like part of any other JV/Consortium 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.

(xiv) Certified copies (attested by Director/Company Secretary/Authorised

Signatory) of Board resolutions/Partnership resolutions passed by respective Board of Directors of the companies/Partners of the LLP agreeing to enter into such consortium with each other for submission of bid for the NIT and also authorizing designated executives of each company/LLP to sign the MOU, to be provided along with the technical bid.

(xv) The MOU/Agreement should be legally valid, i.e., it should be on a non-judicial stamp paper and notarized. In case of involvement of an overseas bidder / consortium partner, the MOU / Agreement need not be on a non-judicial stamp paper, however, should be duly attested by Indian Embassy where MOU is signed / Notarized by the Notary where MOU is signed.

5.0 MOBILISATION TIME:

From the date of issuance of mobilization notice, the contractor shall make available all the equipment & accessories for Acid Treatment / Fracturing services, CTU-FPU services etc. within **70 days** for on-hire survey by OIL at Contractor's Shore Base.

NOTE: The bidder must confirm their compliance in their "Technical" bid to complete the mobilization within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

6.0 EQUIPMENT RESIDUAL LIFE REQUIREMENT:

The Residual Life of all major equipment offered for Services of Acid Treatment / Fracturing, FPU, CTU shall **not be less than 05 (Five) years** to be reckoned from the original bid closing date. To this effect, the bidder shall submit undertaking for the following along with the technical bid:

(a) In support of Residual Life of offered equipment(s), the bidder shall submit an undertaking confirming that the offered equipment for Services of Acid Treatment / Fracturing, FPU, CTU are having residual life of minimum 05 (Five) years to be reckoned from the original bid closing date. Documentary evidence of Residual Life for Acid Treatment / Fracturing, FPU, CTU must be submitted to OIL at the time of on-hire survey failing which mobilization shall not be treated as complete.

(b) Before on-hire survey, the bidder shall get all equipment inspected/ verified and certified by any of the OIL's authorized/recognized third party inspecting agencies, viz., viz., LRDISI, ABS, Oilfield Audit Services Inc., DNV GL, Bureau Veritas India Pvt Ltd (BV) and OMCI confirming the Residual Life of such equipment is at least 05 (Five) years from the date of mobilization at site. To this effect, the successful bidder must submit the relevant documents (i.e., duly signed & sealed TPI certificate, Commissioning Report & Registration Certificate of the equipment etc.) to OIL during "on hire survey" without which the mobilization of Equipment & services for Acid Treatment / Fracturing, FPU, CTU shall not considered to be complete.

7.0 FINANCIAL REJECTION CRITERIA:

7.1 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 22.66 Cr. or USD 2.51 Million.**

7.2 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".

7.3 If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 7.1 & 7.2 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 7.1 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 7.2 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.

7.4 In case the Bidder is a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per BEC Clause **7.1** above during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Similarly, other

Consortium members individually shall have minimum Annual financial turn-over of **INR 11.33 Cr. or USD 1.25 Million** in any of preceding 03 (Three) financial / accounting years from the original bid closing date. Net worth of all Consortium members must be Positive for the preceding financial / accounting year from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

7.5 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 7.1 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 7.2 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.

7.6 Notes to BEC Clause B., 7.1 & 7.2 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.

7.7 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.**

7.8 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.

7.9 Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above.

8.0 COMMERCIAL EVALUATION CRITERIA:

8.1 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.

8.2 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.

8.3 Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.

8.4 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.

8.5 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.

8.6 Bids submitted after the Bid Closing Date and Time will be rejected.

8.7 Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.

8.8 Bid documents are non-transferable. Unsolicited bids will not be considered and will be straightway rejected.

8.9 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.

8.10 Any Bid containing false statement will be rejected.

8.11 Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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.

9.0 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:

9.1 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.

9.2 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.

9.3 Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.

9.4 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.

9.5 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.

9.6 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) 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. AA of PROFORMA-B]** inclusive of all liabilities and GST.

9.7 Customs Duty:

In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022 and amended further vide Customs Notification No. 30/2024 dated 23.07.2024, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024 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 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 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, provided 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 or 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) the items after completion of the contract in case of imported items. The bidder will be fully responsible to pay the customs duty in case the items are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods.

9.8 Purchase Preference Clause:

A) MSE Policy:

Purchase Preference to Micro and Small Enterprises is applicable for this tender.

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 and Amendment vide Gazette Notification no. CG- DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

Note: 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/Woman entrepreneur should also be enclosed.

I) 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.

II) 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.

III) 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.

IV) In case a non-MSE bidder emerges as L1, 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 quantity shall be awarded to them.

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.

9.9 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.

10.0 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.

11.0 CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA):

11.1 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

11.2 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.

11.3 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.

11.4 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.

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.

12.0 **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**.

13.0 **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.**

14.0 **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

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format/Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done. However, offers will be evaluated based on the Proforma-B only.

1.0 Mobilization Charge for Acid Treatment / Fracturing & CTU-FPU Equipment:

Mobilization charges as lump sum amount against Acid Treatment / Fracturing and CTU-FPU equipment, as detailed in the SCOPE OF WORK / TERMS OF REFERENCE, will be payable under following conditions:

(i) Mobilization charges shall become payable on completion of mobilization as per **SCC Clause no. 2.3.1**, which includes following:

a. The equipment ready in all respects as per scope of work, including obtaining all statutory clearances (as applicable) are arrived at Contractor's Shore base at Kakinada.
b. Completion of on-hire survey by the Company Representative, which shall be no later than 05 (five) working days from the date of arrival/intimation by the contractor & provided it is certified by the Contractor and accepted by Company Representative and/or by OIL's Third Party Inspection agency that all equipment / items are in good working condition. Also, the equipment are in readiness from all respect for sea-fastening.
c. Mobilization of individual service packages will be considered as completed on the date of successful on-hire inspection of equipment, for respective service packages (Acid/frac, FPU & CTU, as applicable) including acid & other chemicals for minimum 02 jobs, along with necessary documents carried out by Company representative and/or by Third Party Inspection agency.
d. All operating Tools/equipment are tested/calibrated to its rated specifications to the satisfaction of Company.
e. Where appropriate all equipment and materials must be delivered on/in suitable skids, tool racks, baskets, containers, pallets, etc. as the case may be.
f. Dangerous goods and explosives must be suitably packaged, labelled, and otherwise marked according to all regulations and MSDS sheets should accompany the package.
g. Appropriate packaging must be utilized for all deliveries.
h. If appropriate, material must be suitably coated with a corrosion prevention material and be packed with a dehumidifier, both of which must be suitable for storage at ambient temperatures of

45°C.

i. Bidder shall supply appropriate lifting gear for all equipment; current load test certificates for all slings, rigging and lifting gear will be required.

(ii) In case, the equipment (Acid Treatment / Fracturing, FPU &CTU) which require sea-fastening at rig are not sent to rig after on-hire survey due to any reason not attributable to Contractor, then ISDR Charges as applicable shall be payable **after 7 days onwards from on-hire survey date**, e.g., in case on-hire survey is done on Day 1, then ISDR Charges shall start from Day 8. However, if any of the Equipment / Tools of the above service(s) are found to be defective or not in operating condition as per its intended operations during hookup or pressure testing or startup / commissioning operations at Offshore Drilling Rig, the ISDR charges shall be revoked from the date of consideration till the Equipment / Tools / Services are brought into operation.

(iii) Mobilization charges are inclusive of transportation, sea/airfreight, loading/unloading, shipping, wharfage/demurrage and harbour fees, port or airport fees, packing and handling charges, permit, import clearance charges and all insurance adequate to cover the shipment from the place of origin until arrival at Company's Shore Base at Kakinada where equipment is ordered to be mobilized.

(iv) The total mobilisation charges shall be capped to 7.5 % of the total contract cost. In the event of quoting more than 7.5% of total contract cost, the differential amount above 7.5% will be payable at the end of contract.

(v) The Company will issue EC as required for custom clearance as the service will be used in PEL/ML area, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.

(vi) Contractor to ensure sufficient backup tools/spares/consumables /personnel/equipment over and above the minimum quantity specified in the SOW for ensuring uninterrupted operation.

2.0 <u>Charges for Sea fastening and Rig Warranty Surveyor (M/s DNV) Approval for the hired equipment:</u>

Company shall provide space in Drilling Rig, as applicable, for sea-fastening of the Acid treatment / fracturing, CTU-FPU equipment. The associated charges shall be payable as Lump sum for obtaining

necessary approval from Rig Warranty Surveyor (M/s DNV) as applicable, completion of spotting, sea-fastening and sea de-fastening works etc., for the contractor's equipment in OIL's provided Rig within the stipulated timeline as mentioned in the SOW/TOR of the contract. Except the charges for sea-fastening of stimulation/frac and Rig Warranty Surveyor (M/s DNV) approval for the contractor's equipment, no other charges shall be payable during the period of sea fastening / Sea de-fastening works for Acid treating/ fracturing, CTU & FPU equipment at Rig as the case may be.

Further, 80% of the charges shall be paid after completion of sea fastening works in Rig for acid treatment/frac equipment and CTU-FPU along with obtaining necessary Rig Warranty Surveyor (M/s DNV) approvals and the remaining 20% will be paid after completion of de-fastening works at OIL's provided Rig.

3.0 <u>Charges for Interim De-Mobilization and Re-mobilization of equipment for Acid Treatment / Fracturing and CTU-FPU:</u>

The charges are payable to the contractor after completion (if advised) of interim demobilization and subsequent interim re-mobilization of Acid Treatment / Fracturing Equipment and / or CTU – FPU equipment stipulated in the SOW/TOR of the contract and as per advice issued from the company. Post completion of Acid Treatment / Fracturing job and / or CTU – FPU job in any well, the company may advise the contractor for interim demobilization and subsequent remobilization, separately against each set of service packages, depending on ongoing activity in the next well.

The contractor will ensure that interim demobilization is completed, and the Company's Shore Base is cleared-off Contractor's property within 03 days from the date of offloading at the Company's shore base.

The contractor will ensure that interim remobilization at Company's shore base is completed within 15 days from the date of notice.

No other charges shall be payable during period between Interim De-Mobilization and Re-mobilization of equipment.

In case the interim demobilized equipment is not called for interim remobilization, then the interim demobilization notice shall become the final demobilization for respective equipment.

4.0 <u>Demobilization charges for Acid treatment/fracturing and CTU-FPU equipment</u>:

The demobilization charges (Lump sum) for the complete set of equipment for both the Acid treatment/fracturing and the CTU - FPU shall be payable separately, after issuance of the demobilization advised from the company under following conditions:

(i) Demobilization charges shall be payable separately on lump sum basis against each for (a) Acid treatment/Frac Services & (b) CTU-FPU Services and shall include all expenses for demobilization of the Services from the Company's Shore Base at Kakinada to Contractor's base in India or abroad.

(ii) The demobilization charge will include all expenses for inland transport, sea freight/airfreight, loading and unloading, shipping, wharfage and harbour fees, port or airport fees, packing and handling charges, permit or octroi charges (if any), export clearance charges and all insurance adequate to cover the shipment until arrival at Contractor's base in the country of origin / port of origin.

(iii) De-mobilization charges shall become payable on clearance & re-export of all equipment from Indian Port / Custom authorities for re-export of equipment to Contractor's base or 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. However, Company shall not pay de-mobilization charges of services/tools/units/sets etc. which are not re-exported on completion of Contract/termination and also if the Contractor deploys such services/tools/ units/sets etc. against any other contract(s) for Company in India.

(iv) All charges on Tools / Equipment / Spare / Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by the Company and Tools / Equipment / Spare / Accessories etc. are offloaded at the Company's / Contractor's shore base where it was initially mobilized as per the Contract. The contractor will ensure that demobilization is completed, and the Company's Shore Base is cleared-off Contractor's property within 03 days from the date of offloading at the Company's shore base.

5.0 <u>Individual Service Day Rate (ISDR) charges of acid treatment/frac equipment and CTU-FPU equipment</u>

(i) Contractor shall be paid ISDR charges individually for the acid

treatment/frac equipment & CTU – PFU equipment as per conditions stipulated in the scope of work, SCC and respective price schedules. ISDR charges will be payable for full day or part thereof on pro-rata basis up to the nearest hour and shall commence after completion of the mobilization and made ready in all respects to start operations as described in clause 1.0 of SoR above.

(ii) In case, the equipment (Acid Treatment / Fracturing, FPU & CTU) which require sea-fastening at rig are not sent to rig after on-hire survey due to any reason not attributable to Contractor, then ISDR Charges as applicable shall be payable after 7 days onwards from on-hire survey date, e.g., in case on-hire survey is done on Day 1, then ISDR Charges shall start from Day 8. However, if any of the Equipment / Tools of the above service(s) are found to be defective or not in operating condition as per its intended operations during hookup or pressure testing or startup / commissioning operations at Offshore Drilling Rig, the ISDR charges shall be revoked from the date of consideration till the Equipment / Tools / Services are brought into operation.

(iii) ISDR charges of acid treating/frac equipment and CTU-FPU equipment placed on Rig will continue till offloaded at the Company's Shore base at Kakinada as per the Demobilization notice.

(iv) In case of issuance of interim de-mobilization notice by Company, the ISDR Charges shall not be payable for the duration, till completion of interim re-mobilization.

(v) ISDR charges shall not exceed 75 % of the respective OCDR charges. In the event of quoting more than 75% of the OCDR, only 75% of the OCDR will be paid.

(vi) From the date of OIL's hand-over of rig space for spotting & sea-fastening of Acid Treatment / Fracturing, FPU &CTU equipment till completion of sea-fastening jobs, no ISDR charges shall be paid for the Acid Treatment / Fracturing, FPU &CTU equipment. Similarly, ISDR charges shall cease to exist from the date of offloading of Stimulation equipment from the vessel at OIL's shore-base after issuance of demobilization notice.

(vii) Break Down clause no. 7.1 & 7.2 as per SCC will be applicable if contractor's tool/equipment fails to perform its intended operations until the tool/equipment is back in operating condition.

(viii) At any point of time, either ISDR Charges or OCDR Charges will be payable.

6.0 Charges for formulated Acids and all Other Chemicals

The charges for the formulated Acids and all other chemicals as per job requirement of formulated acid per bbl and shall include the cost of all necessary chemicals for preparation of the fracturing fluid. The charges are payable against the actual volume of formulated acid prepared for job as per OIL's approved design.

Price Break up of each acid and chemical shall be provided as per Proforma B1 for OIL's reference.

7.0 Operating Component Day Rate (OCDR) for acid treating/fracturing and CTU-FPU Equipment:

Under the contract, the Contractor shall be entitled to Operating Component Day rate (OCDR) charges as detailed below. The OCDR will be payable for full day or part thereof on pro-rata basis up to the nearest hour and these rates are inclusive of spares etc., if required for the successful execution of the work.

(i) The OCDR for acid treating/Fracturing services shall be payable for the period when the equipment are setup and pressure tested at site, ready for operation, hooked up with the flow head or CTU, as applicable.

(ii) The OCDR for CTU-FPU services shall be payable for the period when the surface equipment are setup, CT rigged-up & all lines pressure tested, ready for operation and the CT-tool (BHA) is below the rotary table (BRT) till the CT-tool (BHA) is pulled out of the hole.

(iii) If the Bidder's tool/equipment fails to perform, for any reason in the duration of operation, then zero rate shall become payable as per SCC Clause 7.1 for the entire services until the equipment/tool is put back into operating condition or evidence by demonstration of operation in actual tests or use to the satisfaction of Company. If the equipment couldn't be brought into operation within 2 hours, then Break Down Clause 7.2 as per SCC will be applicable.

(iv) At any point of time, either OCDR or ISDR Charges will be payable.

8.0 CHARGES FOR PERSONNEL DAY RATE

Company shall pay the Contractor the quoted DAY RATE CHARGES to following minimum service personnel.

A. Acid treating/fracturing Crew:

Stimulation Engineer	1
Stimulation Supervisor	1
Equipment Operator	2
Laboratory Technician	1

Mechanic Technician	1
Electronic Technician	1
Helpers	2
Data Acquisition Specialist	1

B. CTU Crew:

Coil Tubing Engineer	1
Coil Tubing Services Supervisor	1
Coil Tubing Operator	1
Coil Tubing Operator Assistant	2

Notes:

i) The above manpower is for 24 hours operation on shift basis.

ii) The quoted day rate of the service personnel shall be all inclusive of their local travel, boarding, lodging at contractor's facility and travel expenses for change of manpower against their due rest only.

iii) In addition to the above manpower, the Base Manager shall be engaged from start of the kickoff meeting till completion of contract.

iv) The charges for the initial mobilization, interim de-mob / re-mob (if issued by the Company) and the final demobilization shall not be excluded.

v) 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.

vi) Any day rate charges 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.

vii) Personnel charge of Service Personnel shall be 24 hours a day (pro rata basis for part thereof up to the completed full hours only) basis.

viii) Personnel will be required on a call out basis. Company shall give a maximum of 07 days' notice.

ix) Only key personnel are mentioned in the Contract. Optimum utilization of the supporting personnel is the responsibility of the Contractor.

9.0 Zero rates, Force Majeure Rates and Penalty

In an event wherein contractor fails to execute the acid treating/fracturing operation or CT operations due to any reason attributable to the contractor, Zero rates shall be applicable for delay for those period. In addition to the Zero rates, penalty shall be imposed and recovered from contractor as per Clause no. 7.0 of SCC.

Force Majeure Day rate shall be 50% of the ISDR Charge.

****

LIST OF PROFORMAS, EXHIBITS, APPENDICES, ETC. FOR THE TENDER

(Bidders are advised to submit all the proformas applicable to them and submit the duly fill in 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. 4.3)	

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	
35.	EXHIBIT–II	UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING	

Sl. No.	Proforma-No.	Form Description	Submitted (Yes/No/Not applicable)
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 services for Acid Treatment / Fracturing for 02 wells in Andaman Offshore Blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 in a period of 06 (six) months.

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,
CGM-KGB&MBP (HoD)
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 services for Acid Treatment / Fracturing for 02 wells in Andaman Offshore Blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 in a period of 06 (six) months.**

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: _____

CGM-KGB&MBP (HoD)
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,
CGM-KGB&MBP (HoD)
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,
CGM-KGB&MBP (HoD)
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,

CGM-KGB&MBP (HoD)
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,
CGM-KGB&MBP (HoD)
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,
CGM-KGB&MBP (HoD)
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 _____ for **Hiring of services for Acid Treatment / Fracturing for 02 wells in Andaman Offshore Blocks AN-OSHP-2018/1 and AN-OSHP-2018/2 in a period of 06 (six) months.** 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,
CGM-KGB&MBP (HoD)
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,
CGM-KGB&MBP (HoD)
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,
CGM-KGB&MBP (HoD)
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. 4.3)

[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 ..... 2025 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 more than fifty percent of the paid up share capital of the bidding company / Company in which it holds more than fifty percent 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 more than 50 % 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 more than 50 % 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 15 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 15 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.)

***

(REF. CLAUSE NO. 5.0 OF THE INTRODUCTION /FORWARDING LETTER)

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:
CGM-KGB&MBP (HoD)
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,
CGM-KGB&MBP (HoD)
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 VITAL CRITERIA FOR ACCEPTANCE OF BIDS: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC/BRC 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 <u>TECHNICAL EVALUATION CRITERIA</u>: **3.1 EXPERIENCE:** **a)** The bidder shall have experience of successfully completing minimum 02 (two)			

nos. of Acid Treatment or Acid Fracturing or Hydraulic Fracturing (HF) jobs for Offshore oil/gas wells with Surface Treatment / Fracture pressure of 4000 psi or more during the last 10 (Ten) years reckoned from the original bid closing date. **AND**			
b) The bidder shall have experience of successfully completing minimum 02 (two) nos. of Well Clean Out / Flow Back jobs in offshore oil/gas wells using CTU during the last 07 (Seven) years reckoned from the original bid closing date.			
3.2 In support of the experience criteria under Clause No. 3.1 (a) & (b) above, the bidder shall furnish the following documentary evidences (self-attested/attested): **(A)** Contract document/Work Order/Service Order showing detailed scope of work, **AND** **(B)** Job Completion Certificate (JCC) or Service Entry Sheet (SES) or Certificate of Payment (COP) 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) Contract period and date of completion.			
Notes to BEC Clauses 3.1 & 3.2 above: a) 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.			

b)	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 No. 3.2 (B) will only be treated as acceptable experience.			
c)	Work executed through 'sub-contracting' shall not be considered for evaluation.			
d)	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.			
e)	Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause 3.2 (A) & (B) above.			
f)	If the prospective bidder is executing a contract as per Clause No. 3.1 of BEC which is still running and quantity of the jobs executed prior to original bid closing date is equal to or more than the minimum prescribed numbers of jobs as mentioned in Clause 3.1 of BEC, such experience shall qualify for evaluation.			
g)	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.			
h)	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. (i) Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date.			
4.0 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES: Bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 (a) & (b) above, can also bid under the categories as listed below: **4.1 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 (a) & (b). **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 (a) & (b). <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.			
4.2 Eligibility criteria in case bids are submitted based on technical experience of Parent/Subsidiary Company: (a) Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 3.1 (a) & (b) above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary			

[supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement etc. (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.			
4.3 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 (a) & (b) 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 Clause No. 4.2 and 4.3 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. **Bidders quoting under the categories as mentioned under Clause nos. 4.1, 4.2 & 4.3 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.			
4.4 Bids from Consortium: In case the bidder is a Consortium of Companies provided the leader is incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause 2.0 above, the following requirement should be complied by the consortium: (i) The leader or any of its consortium member(s) must satisfy the minimum experience criteria as per Clause No. 3.1 (a) & (b) above and shall not rely on its subsidiary/parent company/co-subsidiary/sister subsidiary or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria. (ii) Consortium bids shall be submitted with a Memorandum of Understanding (MoU) among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MoU must accompany the bid. The MoU must state that the Consortium Member on whose experience/strength the Consortium is bidding, is bound to execute the full part of the contract which falls under/related to the experience submitted by them against Clause No. 3.1 (a) & (b) of BEC above. Moreover, the MoU must clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.			

(iii)	Only the Leader of the consortium should register against the tender in GeM portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.			
(iv)	The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.			
(v)	The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the consortium members. If the leader of the consortium changes during execution of the contract (if awarded), the contract shall be liable for termination.			
(vi)	Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.			
(vii)	Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.			
(viii)	In case of consortium bids, the bid shall be signed/digitally signed in line with tender stipulation by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid.			
(ix)	Documents/details submitted with the bid pertaining to qualification of the			

	bidder must be furnished by each partner/ member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.			
(x)	The leader & other members of the consortium must confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this tender. This confirmation must be submitted along with the technical bid.			
(xi)	**Constitution of Consortium**: The members of the consortium should not be more than 03 (Three). If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.			
(xii)	**Signing of Contract**: In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.			
(xiii)	Members of the consortium are not allowed to quote separately/ independently/or through any other arrangement like part of any other JV/Consortium 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.			
(xiv)	Certified copies (attested by Director/Company Secretary/Authorised Signatory) of Board resolutions/Partnership resolutions passed by respective Board of Directors of the companies/Partners of the LLP agreeing to enter into such consortium with each other for submission of bid for the NIT and also authorizing			

designated executives of each company/LLP to sign the MOU, to be provided along with the technical bid. (xv) The MOU/Agreement should be legally valid, i.e., it should be on a non-judicial stamp paper and notarized. In case of involvement of an overseas bidder / consortium partner, the MOU / Agreement need not be on a non-judicial stamp paper, however, should be duly attested by Indian Embassy where MOU is signed / Notarized by the Notary where MOU is signed.			
5.0 MOBILISATION TIME: From the date of issuance of mobilization notice, the contractor shall make available all the equipment & accessories for Acid Treatment / Fracturing services, CTU-FPU services etc. within **70 days** for on-hire survey by OIL at Contractor's Shore Base. **NOTE**: The bidder must confirm their compliance in their "Technical" bid to complete the mobilization within the stipulated time as mentioned above. Offers without confirmation of stipulated mobilization time or with mobilization time more than stipulated time will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.			
6.0 EQUIPMENT RESIDUAL LIFE REQUIREMENT: The Residual Life of all major equipment offered for Services of Acid Treatment / Fracturing, FPU, CTU shall **not be less than 05 (Five) years** to be reckoned from the original bid closing date. To this effect, the bidder shall submit undertaking for the following along with the technical bid: (a) In support of Residual Life of offered equipment(s), the bidder shall submit an undertaking confirming that the offered equipment for Services of Acid Treatment / Fracturing, FPU, CTU are having residual life of minimum 05 (Five) years to be reckoned from the original bid closing date. Documentary evidence of Residual Life for Acid Treatment / Fracturing, FPU, CTU must be submitted to OIL at the			

	time of on-hire survey failing which mobilization shall not be treated as complete. (b) Before on-hire survey, the bidder shall get all equipment inspected/ verified and certified by any of the OIL's authorized/recognized third party inspecting agencies, viz., viz., LRDISI, ABS, Oilfield Audit Services Inc., DNV GL, Bureau Veritas India Pvt Ltd (BV) and OMCI confirming the Residual Life of such equipment is at least 05 (Five) years from the date of mobilization at site. To this effect, the successful bidder must submit the relevant documents (i.e., duly signed & sealed TPI certificate, Commissioning Report & Registration Certificate of the equipment etc.) to OIL during "on hire survey" without which the mobilization of Equipment & services for Acid Treatment / Fracturing, FPU, CTU shall not considered to be complete.			
7.0	**<u>FINANCIAL REJECTION CRITERIA</u>:** **7.1** 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 22.66 Cr. or USD 2.51 Million.**			
	7.2 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".			
7.3	If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 7.1 & 7.2 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 7.1 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 7.2 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.			
7.4	In case the Bidder is a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per BEC Clause 7.1 above during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Similarly, other Consortium members individually shall have minimum Annual financial turn-over of INR			

	11.33 Cr. or USD 1.25 Million in any of preceding 03 (Three) financial / accounting years from the original bid closing date. Net worth of all Consortium members must be Positive for the preceding financial / accounting year from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.			
7.5	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 7.1 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 7.2 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.			
7.6	Notes to BEC Clause B., 7.1 & 7.2 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**. <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.			
7.7	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.**			
7.8	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.			
7.9	Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above.			
8.0	**COMMERCIAL EVALUATION CRITERIA**:			
8.1	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.			
8.2	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.			
8.3	Bids with shorter validity (i.e., less than **120 days** from the scheduled bid closing date) will be rejected as being non-responsive.			
8.4	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.			
8.5	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.			
8.6	Bids submitted after the Bid Closing Date and Time will be rejected.			
8.7	Bids received through the GeM portal shall only be accepted. Bids received in any other form shall not be accepted.			
8.8	Bid documents are non-transferable. Unsolicited bids will not be considered and will be straightway rejected.			
8.9	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.			
8.10	Any Bid containing false statement will be rejected			
8.11	Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.			

8.12 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.			
8.13 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.			
8.14 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.			
8.15 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.			
8.16	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.			
9.0	**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:			
9.1	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**.			
9.2	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.			
9.3	Priced Bids shall be evaluated taking into account the Price quoted as per **Proforma-B/ Price Bidding Format** including quoted GST.			
9.4	Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.			
9.5	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.			
9.6 **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) 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. AA of PROFORMA-B]** inclusive of all liabilities and GST.			
9.7 **Customs Duty:** In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022 and amended further vide Customs Notification No. 30/2024 dated 23.07.2024, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022. Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024 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 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 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, provided 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 or 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) the items after completion of the contract in case of imported items. The bidder will be fully responsible to pay the customs duty in case the items are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues the certificate for availing concessional customs duty for import of goods.			
9.8 **Purchase Preference Clause:** **A) MSE Policy**: Purchase Preference to Micro and Small Enterprises is applicable for this tender. **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 and Amendment vide Gazette Notification no. CG- DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof. The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs. **Note:** 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/Woman entrepreneur should also be enclosed. I) 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. II) 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. III) 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. IV) In case a non-MSE bidder emerges as L1, 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 quantity shall be awarded to them. **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.			
9.9 **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.			
10.0 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.

11.0 **CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA)**:

11.1 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

11.2 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.

11.3 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. **11.4** 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.**			
12.0 **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**.			
13.0 **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.			
14.0 **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****