बिड संख्या/Bid Number: GEM/2026/B/8003216

दिनांक /Dated: 09-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-09-2026 15:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :buyer23.oil.up@gembuyer.in Buyer Email id: f_sathiyaraj@oilindia.in
कुल मात्रा/Total Quantity	2194
वस्तु श्रेणी /Item Category	Charter Hiring of Offshore Supply Vessel - Mobilization Charges , Charter Hiring of Offshore Supply Vessel - Demobilization Charges , Charter Hiring of Offshore Supply Vessel - Operating Day Rate , Charter Hiring of Offshore Supply Vessel - Repair Day Rate , Charter Hiring of Offshore Supply Vessel - Meal Charges
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Offshore Supply Vessel, Hiring of Offshore Supply Vessel, Hiring Supply Vessel, Supply vessel offshore, Offshore vessel service

बिड विवरण/Bid Details	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	**Searched String**: Offshore Supply Vessel Cryogenic Vessel, Cleaning Duster (V3), Vessel Sealing System, Shirodhara Vessel For Panchakarma, Polyethylene Pipes for Water Supply conforming to IS 4984, Vessel Sealer and Dissector, platform brush, Integrated Electrosurgical Unit and vessel sealer, Domestic Wiper/Wiper Mopper (V3), Portable Power Supply Unit **Searched String**: Hiring of Offshore Supply Vessel Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885, Cleaning Duster (V3), Tableware Made of Melamine Plastics as per IS 9220, Screw driver Bits, Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment, Sweeping Broom (V5), Shoes Black Non-Slip for Camouflage Rig ICG, Revolving Chair (V5), Gear Lubricants for enclosed Industrial Gear Drives (V2) Conforming to IS 8406, Pillar Taps for Water Supply Purpose conforming to IS 1795 **Searched String**: Hiring Supply Vessel Cryogenic Vessel, Cleaning Duster (V3), Vessel Sealing System, Shirodhara Vessel For Panchakarma, Polyethylene Pipes for Water Supply conforming to IS 4984, Vessel Sealer and Dissector, platform brush, Integrated Electrosurgical Unit and vessel sealer, Domestic Wiper/Wiper Mopper (V3), Portable Power Supply Unit **Searched String**: Supply vessel offshore Cryogenic Vessel, Cleaning Duster (V3), Vessel Sealing System, Shirodhara Vessel For Panchakarma, Polyethylene Pipes for Water Supply conforming to IS 4984, Vessel Sealer and Dissector, platform brush, Integrated Electrosurgical Unit and vessel sealer, Domestic Wiper/Wiper Mopper (V3), Portable Power Supply Unit **Searched String**: Offshore vessel service Cryogenic Vessel, Vessel Sealing System, Shirodhara Vessel For Panchakarma, Microscopes - Pathological and Research as per IS 4381, IS 5204, IS 4381, IS 5204, Vessel Sealer and Dissector, Register (V2), Integrated Electrosurgical Unit and vessel sealer, Stainless Steel Jugs (Defence), Hopper Tipper Dumper for Garbage, Water Jugs
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Rowing Boat • Standard Storage Container or Cargo or Container Ships (V2) • Motor Boat (UP Police)
बीओक्यू शीर्षक /BOQ Title	Charter hire of 01 Number of Offshore Supply Vessel for Drilling Operations of Oil India Ltd
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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 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
प्राथमिक उत्पाद श्रेणी/Primary product category	Charter Hiring of Offshore Supply Vessel - Operating Day Rate
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes

बिड विवरण/Bid Details	
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	37653450

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).	39

(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 security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Chief General Manager (C&P)
Office of The Executive Director, Oil India Limited, Down Town Building, 3rd Floor, Door No. 70-14-16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN-533003 (Ref: PR No. 2236667) (The Chief General Manager Contracts And Procurement)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20

मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs

having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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 :

Price Break Up Format Proforma B - 1788758613.xlsx

Charter Hiring Of Offshore Supply Vessel - Mobilization Charges

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amrit Loushon Bora	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	1	90

Charter Hiring Of Offshore Supply Vessel - Demobilization Charges

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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BOQ Detail Document	View File

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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amrit Loushon Bora	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	1	60

Charter Hiring Of Offshore Supply Vessel - Operating Day Rate

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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BOQ Detail Document	View File

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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amrit Loushon Bora	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	1050	15

Charter Hiring Of Offshore Supply Vessel - Repair Day Rate

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amrit Loushon Bora	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	46	15

Charter Hiring Of Offshore Supply Vessel - Meal Charges

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amrit Loushon Bora	533004,Oil India Limited, 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada, Andhra Pradesh	1096	15

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

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

5. **Generic**

   Bidder shall submit the following documents along with their bid for Vendor Code Creation:

   a. Copy of PAN Card.

   b. Copy of GSTIN.

   c. Copy of Cancelled Cheque.

   d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

7. **Generic**

   Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

8. **Generic**

   Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

9. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. **Generic**

    1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
    2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
    3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

11. **Generic**

    Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
    i) The Seller fails to comply with any material term of the Contract.
    ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
    iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
    iv) The Seller becomes bankrupt or goes into liquidation.
    v) The Seller makes a general assignment for the benefit of creditors.
    vi) A receiver is appointed for any substantial property owned by the Seller.
    vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

12. **Generic**

    While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

13. **Purchase Preference (Centre)**

    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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1

price and contract will be awarded for percentage of 100% of total value.

14. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

15. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

16. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

As per the tender requirements
.

17. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

OIL INDIA LIMITED
Account No.
31991231042
IFSC Code
SBIN0004248
Bank Name
State Bank Of India
Branch address
SME Branch, 1st floor, SBI Buildings, Main Road, Kakinada, East Godavari District, Andhra Pradesh, Pincode - 533001
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

18. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

OIL INDIA LIMITED
Account No.
31991231042
IFSC Code
SBIN0004248
Bank Name
State Bank Of India
Branch address
SME Branch, 1st floor, SBI Buildings, Main Road, Kakinada, East Godavari District, Andhra Pradesh, Pincode - 533001
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

19. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1) The delivery period mentioned as "15" as against Operating Day Rate (ODR), Repair Day Rate (RDR) and Meal Charges for Breakfast, Lunch and Dinner (MC) shall be read as "1" day rate.

2) The unit of measure for each line item shall be read in accordance with unit of measure mentioned in the Proforma-B (Price Break Up Format).

3) Bidder is advised to read the relevant clauses mentioned in the tender document and accordingly submit the bid.

4) Important Note:

The supporting documents pertaining to fulfillment of Bid Evaluation Criteria submitted by bidders who participated against tender no. GEM/2026/B/7481973 Date: 29/04/2026 and which were verified by any of the OIL's empaneled Third-Party Inspection agency against the tender no. GEM/2026/B/7481973 Date: 29/04/2026 will be considered/acceptable against this tender. However, any new documents (if called for) must be freshly verified/certified by any of the OIL's empaneled Third-Party Inspection agency as per tender requirements.

5) **Disclaimer:**

(i) The Annexures/Proforma/Exhibit/Appendices/formats etc are for the illustrative purposes only. However, the bidder at their own wisdom shall read the terms and conditions stipulated in the tender and accordingly, bidder shall submit all necessary supporting documents for fulfilment of eligibility criteria(s) as mentioned in the tender. Mere submission of Annexures/Proforma/Exhibit/Appendices/formats etc by bidder without any corresponding governing terms and conditions in tender shall be considered as 'Null and Void' by Oil India Limited (OIL) and OIL's decision in this regard is final and binding by bidder.

(ii) The list of documents indicated under header " Document required

from seller" is to facilitate the bidders to add more supporting documents and the document title doesn't imply any meaning. Accordingly, bidder at their discretion can upload any relevant supporting documents as requested in the tender invariably under any document title / tab for consideration.

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20. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.

7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---

ऑयल इंडिया लिमिटेड
Oil India Limited
A Maharatna CPSE under
Government of India

KG Basin Project (KGB & MBP)
Down Town Building,
3rd Floor, Door No. 70-14-16/4
(Next to D-Mart),
Sri Vidya Colony, Venkat Nagar
Kakinada, Andhra Pradesh,
India – 533003

NOTICE INVITING TENDERS

NATIONAL COMPETITIVE BIDDING

FORWARDING LETTER

Sub.: "Charter hire of 01 (one) No. Offshore Supply Vessel (OSV) for supporting Drilling Operations of Oil India Ltd. in East and West Coasts of Indian Waters for a period of 36 (thirty-Six) months with a provision to extend by another twelve (12) months at same price, terms and conditions at the discretion of OIL"

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a "Maharatna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)'s Krishna Godavari Basin Project (KGB) office located at Kakinada, Andhra Pradesh, India is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from a number of onshore / offshore blocks in India. The Project Office of OIL at Kakinada is well connected by road, rail and airways.

1.1 OIL now intends "Charter hire of 01 (one) No. Offshore Supply Vessel (OSV) for supporting Drilling Operations of Oil India Ltd. in East and West Coasts of Indian Waters for a period of 36 (thirty-Six) months with a provision to extend by another twelve (12) months at same price, terms and conditions at the discretion of OIL".

1.2 In this connection, OIL invites National Competitive Bids (NCB) from competent and technically experienced and financially sound parties for the above-mentioned service under **OPEN E-TENDER SINGLE-STAGE TWO-BID SYSTEM** through Government e-Marketplace (GeM) Portal (www.gem.gov.in). One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in GeM Portal and also in OIL's Website under 'GeM Tender' Section. Eligible and interested parties are invited to submit their most competitive bid 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:

1.3 The tender documents & other corrigendum / addendum / amendments, etc. is available in **Government E-Market (GeM) portal (visit www.gem.gov.in)** for participation of prospective bidders and tender information will be available in Oil India Limited's website (**www.oil-india.com**) for reference. Bidders will have to download the tender document before the due date of submission and use the same for participating in the tender.

TENDER INFORMATION SUMMARY			
(1)	Type of Bidding	:	**Single Stage – Two Bid System**
(2)	Bid Closing Date & Time	:	As mentioned in GeM portal
(3)	Bid (Technical) Opening Date & Time	:	As mentioned in GeM portal
(4)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.
(5)	Bid Security	:	**Applicable (As per Proforma – O for BG).** **NOTE*:*** **Original Bank Guarantee (If Applicable) will have to be submitted directly to Oil India Limited on or before the Bid closing date and time, failing which the bid may be rejected.** **(*Exempted bidder shall submit bid security declaration as per prescribed format in Proforma-O(A)*)**
(6)	Bid Security Amount	:	**Rs. 3,76,53,450.00** **(Indian Rupees Three Crores, Seventy-Six Lakhs, Fifty Three Thousand, Four Hundred and Fifty Only)**
(7)	Bid Security Validity	:	Bid Security (if applicable & if submitted) in the form of BG/e-PBG must be valid atleast for a **period of 6 months from the date of original bid closing date** of the tender.
(8)	Original Bid Security/ EMD to be submitted	:	Office of The Executive Director, Oil India Limited, Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003.
(9)	Bid Submission Mode	:	Bid shall be submitted only through Government E-Marketplace (GeM) portal (Visit **www.gem.gov.in**) **Note:** **Bid in any other form / mode of submission other than through Government E-Market (GeM) portal will not be considered as valid for evaluation purpose.**
(10)	Bid Opening Place	:	Office of The Executive Director, Oil India Limited, Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003.
(11)	Bid Validity	:	Bid should be valid for **minimum 120 days** from the actual 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 by Fax) 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.

TENDER INFORMATION SUMMARY			
(12)	Performance Guarantee	:	**Applicable @ 5 % of Order value** (As per Proforma – D for BG) Performance Security (if applicable) is to be furnished within 30 days after notification of the award and it should remain **valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the supplier, including warranty / guarantee / defect liability period, etc. (if any).**
(13)	Integrity Pact	:	**Applicable**
(14)	Restrictions on procurement from a bidder of a country which shares land border with India	:	**Applicable**
(15)	MII Policy / Policy on Promotion of Make in India initiative - **Right of First Refusal (RoFR)**	:	**Applicable**
(16)	MSE Purchase Preference	:	**Applicable (100% of tender / order quantity)**
(17)	Price Variation Clause	:	Not Applicable
(18)	Location of job	:	Oil India Limited's offshore drilling locations in East and West Coasts of Indian Waters.
(19)	Mobilization Time	:	Within **90 days** of Mobilization notice issued by OIL
(20)	Duration of the Contract	:	**36 (Thirty-Six) months** from the date of commencement of the contract, subject to following condition: The contract duration may be extended by another 12 (Twelve) months, at the sole discretion of the Company at the same rates, terms and conditions.
(21)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer clauses mentioned in Special Terms & Conditions (STC) / Additional Terms & Conditions of contract
(22)	Availability of Tender Documents	:	The Tender documents can be downloaded from www.gem.gov.in , Tenderer who wishes to view free Notification and Tender Documents can visit www.gem.gov.in, OIL's website https://www.oil-india.com/Gem.aspx; OIL may issue Addendum(s) / Corrigendum(s) to the Tender document, if any, which shall be issued in advance of date of opening of tenders and placed on website www.gem.gov.in and OIL's website.
(23)	Instructions for online bid submission	:	The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid login credential. Instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirement and submit their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at https://gem.gov.in
(24)	Pre-Bid Conference	:	Not Applicable
(25)	Annual Maintenance Contract (AMC)	:	Not Applicable
(26)	Sustainable Development (SD) and Environment Social and Governance (ESG) policy post order Questionnaire	:	**Applicable**

TENDER INFORMATION SUMMARY			
(27)	Evaluation Method	:	All the tendered item(s) shall be evaluated as per **total value-wise evaluation method**; hence bidder(s) are requested to quote accordingly. **Note:** Please refer BEC **Clause No. D (Price Evaluation Criteria** for more details.
(28)	Inspection Method	:	Source Inspection at service provider's site (Default)
	Pre-Dispatch Inspection (PDI)	:	**Applicable**
	Third Party Inspection (TPI)	:	**Applicable**
(29)	Installation & Commissioning (I&C)	:	Not Applicable
(30)	Third Party Document Verification	:	**Applicable** **Note:** **The supporting documents pertains to fulfillment of Bid Evaluation Criteria submitted by bidder who participated against tender no. GEM/2026/B/7481973 Date: 29/04/2026 and which were verified by any of the OIL's empaneled Third-Party Inspection agency against the tender no. GEM/2026/B/7481973 Date: 29/04/2026 shall be considered/acceptable against this tender. The bidder shall submit the TPI agency vetted documents against this tender (as applicable). However, any new documents (if called for) must be freshly verified/certified by any of the OIL's empaneled Third-Party Inspection agency as per tender requirements.**
(31)	Training	:	Not Applicable
(32)	Contact Details	:	Chief Manager (Materials) E-Mail: **kgbcp@oilindia.in | kgbasin@oilindia.in**
(33)	Technical Support regarding GeM Portal	:	Email: **helpdesk-gem[at]gov[dot]in** Toll Free Numbers (Inbound): Call: 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat)
(34)	Bids to be addressed to	:	The Executive Director (Offshore) Oil India Ltd., KG Basin Project Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003.
(35)	Consignee address	:	The Chief General Manager (C&P), Oil India Ltd., KG Basin Project Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003.
(36)	Payment currency	:	All payment against the order (if awarded) will be in Indian Rupees only unless or otherwise specified in tender.
(37)	Concessional GST benefit for supply of tendered good(s) / service(s)	:	**Not Applicable** **Bidder shall quote considering GST at merit rate.**

TENDER INFORMATION SUMMARY			
(38)	Payment term (Applicable for Domestic bidder)	:	**(i)** 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. **(ii)** 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. **(iii)** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company. **(iv)** Invoices: Mobilization charges (if any) 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. **(v)** The contractor shall submit invoice online through OIL's Invoice to Pay Automation Vendor's portal (**https://vim.oilindia.in/**) for processing payment. Also, if called for, Contractor shall 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.
(39)	The tendered / ordered (if) goods/services shall be delivered to	:	The Chief General Manager (C&P), Oil India Ltd., KG Basin Project Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003. **(or)** Any other Oil India Limited's drilling / operational site located in east and west coasts of Indian waters. *The bidder is advised to consider appropriate freight (if applicable) & insurance charges (as applicable) in their quotation/bid.*
(40)	Clarification of tender documents / Amendment of tender documents	:	**(i)** The prospective bidder requiring clarification on the tender documents may notify to the company in writing well before the due date of submission of bid to enable purchaser to give response in writing to the clarification sought by such bidder. **(ii)** The prospective bidder is advised to submit their queries in relation to the tender document **atleast five (05) working days prior** to the scheduled bid submission date. **(iii)** 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) and such Addendum(s) / Corrigendum(s)/ Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.
Disclaimer: Refer all tender terms and conditions governing this tender for more information.			

KEY CONTACT DETAILS

Sl. No.	Subject	:		Contact details
(1)	**Tender and purchase order related correspondences**	:	**Designation**	Chief Manager (C&P)
			Email Address	**kgbcp@oilindia.in | kgbasin@oilindia.in**
			Postal Address	The Chief General Manager (C&P) Oil India Ltd., KG Basin Project Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003
			Telephone No.	+91-884-2302176
(2)	**Consignment delivery / Gate Pass / Goods Receipt Note (GRN) / Consignee Receipt-Cum-Acceptance Certificate (CRAC) related correspondences**	:	**Designation**	Chief Manager (C&P)
			Email Address	**kgbcp@oilindia.in | kgbasin@oilindia.in**
			Postal Address	The Chief General Manager (C&P) Oil India Ltd., KG Basin Project Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003
			Telephone No.	+91-884-2302176
(3)	**Performance Security / Bank Guarantee related correspondences**	:	**Designation**	General Manager (Finance & Accounts)
			Email Address	**chunduri.ramkumar@oilindia.in** **kgbasin@oilindia.in**
			Postal Address	The General Manager (F&A) Oil India Ltd., KG Basin Project Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003
			Telephone No.	+91-884-2302176
(4)	**Bills / payment related queries**	:	**Designation**	General Manager (Finance & Accounts)
			Email Address	**kgbasin@oilindia.in**
			Postal Address	The General Manager (F&A) Oil India Ltd., KG Basin Project Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003
			Telephone No.	+91-884-2302176

IMPORTANT NOTES	
(1)	**From the time of bid opening to the time of contract award, no bidder shall contact Oil India Limited on any matter related to the bid, except on request and prior written permission.**
(2)	**Any effort by the bidder to influence Oil India Limited in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the Oil India Limited's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.**

DISCLAIMER	
1)	The firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered.
2)	*"If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered"*
3)	*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) and such Addendum(s)/ Corrigendum(s)/Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.*
4)	*The resultant contract / order will be interpreted under Indian laws.*
5)	**(i)** The prospective bidder requiring clarification on the tender documents may notify to the company in writing well before the due date of submission of bid to enable purchaser to give response in writing to the clarification sought by such bidder. **(ii)** The prospective bidder is advised to submit their queries in relation to the tender document **atleast Five (05) working days prior** to the **scheduled date of bid submission**. **(iii)** 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) and such Addendum(s) / Corrigendum(s)/ Amendment(s) will be published in the tender portal and hosted on OIL website only. No separate intimation shall be sent to the Bidders. Prospective bidders are requested to visit the website regularly to keep themselves updated. Bidders are expected to take the Addendum(s)/Corrigendum(s)/ Amendment(s) into account in preparation and submission of their bid.
6)	Authorization to participate in the tender does not guarantee placement of order. Requests received from interested vendors after 10 days of publication of tender shall be considered for future tenders only, subject to meeting the above evaluation criteria.
7)	The bidder, after submitting its tender, is permitted to withdraw / alter / modify its tender up to the date & time of receipt of tender (bid closing date & time). Government E-Market (GeM) portal / OIL's e-procurement portal (As applicable) will not allow the withdrawal / alteration / modification of bids after the bid closing date & time has been reached and bids have been opened. Any withdrawal / amendment / modification received after the prescribed date & time of receipt of tenders are not to be considered and action will be taken as per Company's Banning Policy.
8)	Oil India Limited ('Buyer') reserves the right to share, communicate, quote, the information / documents / drawings submitted by bidder / seller with any external agency / organization for purpose of verification, validation, and investigation in the interest of the buyer organization. The bidder / seller by virtue of submitting bid against this tender abide by the buyer organization's right in this regard.
9)	A suitable provision has been made this tender for enabling a bidder to submit a representation against the bidding conditions, bidding process and / or rejection of its bid. These provisions have a specific time frame mentioned in the tender document / E-Procurement portal in which buyer will address the bidder's questions. However, Oil India Limited (Buyer) reserves the sole right to decide on acceptance / rejection of any representation / questions by bidder against the tender.
10)	If any bidder refuses to sign the Integrity Pact (IP) or refuses to accept the provisions of Integrity Pact (IP), their offers will be rejected.

DISCLAIMER	
11)	Deviation to the following criteria mentioned in the tender document shall make the bid liable for rejection: **(i)** Firm price **(ii)** EMD / Bid Bond / Bid Security Declaration **(iii)** Scope of work **(iv)** Specifications **(v)** Price Schedule **(vi)** Delivery / Completion Schedule **(vii)** Period of Validity of Bid **(viii)** Liquidated Damages **(ix)** Performance Bank Guarantee / Security deposit **(x)** Guarantee of material / work **(xi)** Arbitration / Resolution of Dispute **(xii)** Force Majeure **(xiii)** Applicable Laws **(xiv)** Integrity Pact, if applicable **(xv)** Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid. However, OIL reserves the sole right to decide on acceptance / rejection of any deviation to tendered requirements by bidder.
12)	Regarding Annual Maintenance Contracts (if applicable), the purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms
13)	The provisions in the Special Conditions of Contract (SCC) will supersede the corresponding provisions in the General Conditions of Contract (GCC).
14)	Wherever installation and commissioning is applicable, OIL reserves the right to seek price break-up of quoted price by respective bidder after price bid opening against the tender. The total quoted price by respective bidder shall have the following price break-up: 1) Price for Goods: 80% to 99% of total quoted price 2) Price for Installation and Commissioning: 1% to 20% of total quoted price.

All other terms and conditions are as per General Terms and Conditions for services available in Oil India Limited's official website (www.oil-india.com), General Terms and Conditions available in Government E-Marketplace (GeM) portal and various public procurement guidelines / policy issued by Oil India Limited / Government of India from time-to-time.

2.0 Pre-Bid Conference: Not Applicable

2.1 Queries/Clarifications on the Tender:

(i) The prospective Bidders shall submit their queries / clarifications against the tender through e-mail / Fax /Courier addressed to The Executive Director (Offshore), OIL INDIA LIMITED, KG Basin Project Office at Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003. Queries / Clarifications against the tender received after stipulated deadline will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

(ii) A soft copy of the queries in prescribed format as per **PROFORMA – S** in the word file shall also be submitted by the parties through email.

(iii) Prospective bidder to note that only the pre-bid queries received in the prescribed format as per **PROFORMA – S** will be considered for response / clarifications and Oil India Limited reserves right to reject/not to consider any queries from any bidder(s) received in any other form/format other than prescribed by Oil India Limited.

(iv) Clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to the stipulated deadline or during the Pre-Bid Conference (if applicable) only. After processing these suggestions, as a sequel to the Pre-Bid conference (if applicable), Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. *Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the Pre-Bid conference (if applicable) and the non-compliant Bid (s) shall be rejected outright against this tender.*

3.0 Integrity pact:

3.1 The Integrity Pact must be uploaded in GeM portal along with the Technical Bid signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.

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

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

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

3) Shri Radhakrishna Kini A, IPS (Retd.),
Ex-Secretary (Security), Cabinet Secretariat
E-mail: arvkini2004@yahoo.co.in and arvkini2004@gmail.com

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

3.4 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.

4.0 Local conditions:

4.1 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.

4.2 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.

5.0 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.

6.0 Site Visit:

The Bidders, at their own cost, responsibility and risk are encouraged to visit and examine the site of work and its surroundings to understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services / work. The Contractor shall be deemed prior to submitting their Bid to have:

a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;

b) Satisfied itself as to the nature of the work and materials necessary for the execution of the works;

c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub- soil, the form and nature of the Site and the climate and hydrological conditions of the site;

d) Satisfied itself as to the means of communication with and access to & through

the Site, the accommodation it may require and the precautions and the times and methods of working;

e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;

f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;

g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labour.

7.0 Documents required to be submitted by bidders who wish to avail benefit of Bid security exemption and Purchase Preference under MSE Policy:

Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-21032025-261838 Dated 21.03.2025 to be read with CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 issued by Ministry of Micro, Small and Medium Enterprises.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

1) **Udyam Registration Number with Udyam Registration Certificate.**

Note:

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

8.0 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 and M/s A TREDS Ltd. (Invoice Mart). 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.

9.0 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.

10.0 BACKING OUT BY L1 BIDDER AFTER NOTIFICATION i.e. LETTER OF AWARD (LOA) OR NOTIFICATION OF AWARD OF GEM CONTRACT IN GEM PORTAL:

In case LOA/Notification of award of GeM Contract in GeM Portal 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 / EMD shall be forfeited, and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

11.0 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.

12.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

(i) Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy'2023 available in OIL's website: **www.oil-india.com** (revised from time-to-time) will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

(ii) The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

(iii) The bidder shall submit an undertaking/declaration as per **PROFORMA– T** 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. The bidder shall fill up and submit proforma of declaration of **Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION** (as per **Appendix-D**) along with the technical bid).

(iv) The bidder shall fill up and submit proforma of **Undertaking on Acceptance of OIL's 'Banning Policy'** (As per **Proforma– T**) along with the technical bid).

13.0 PERFORMANCE SECURITY

13.1 Successful bidder will be required to furnish a Performance Bank Guarantee @ **5%** of the contract value with validity as mentioned in the tender document. The Performance Security must be submitted exactly as per **PROFORMA – D**. Bidder must confirm the same in their Technical Bid.

The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	State Bank Of India
Branch Name	Kakinada
Branch Address	SME Branch, 1st floor, SBI Buildings, Main Road, Kakinada, East Godavari District, Andhra Pradesh, Pincode - 533001
IFSC Code	SBIN0004248
Account Number	31991231042
Company name	Oil India Limited

13.2 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

13.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

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

13.5 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, Code Nos. of the authorized signatory with full name and designation and Branch Code.

13.6 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.

13.7 The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

13.8 The Performance 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 Performance Security.

13.9 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.

13.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

14.0 BID SECURITY (IF APPLICABLE):

14.1 If Bid Security /Earnest Money Deposit (EMD) is applicable, bids must be accompanied by Bid Security for the amount as mentioned in the tender and shall be in the prescribed format **(PROFORMA – O(A))** as Bank Guarantee (BG) or Online payment. *(Refer GeM GTC for details).* In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder**.

The Original Bid Security shall be submitted manually in sealed envelope **superscribed** with tender no., tendered item detail and due date to: **The Chief General Manager (C&P), Oil India Ltd., KG Basin Project, Down Town building, 3rd floor, Door No. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003.**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

OIL's Bank account Details for Online submission of Bid Security	
Name	Oil India Limited
Bank	State Bank of India
Branch	SME Kakinada
Account Number	31991231042
Account Type	Current
IFSC Code	SBIN0004248

14.2 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

14.3 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

14.4 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

14.5 Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.

14.6 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, Code Nos. of the authorized signatory with full name and designation and Branch Code.

14.7 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

14.8 The 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.

14.9 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.

14.10 In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

Bank Details of Beneficiary	
Bank Name	State Bank of India
Branch Name	SME Branch, Kakinada
Branch Address	1st floor, SBI Buildings, Main Road Kakinada, East Godavari District Andhra Pradesh, Pincode - 533001
IFSC Code	SBIN0004248
Company name	Oil India Limited

14.11 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.

14.12 For timely return of Bid Security, **bidders shall submit following details along with their technical bid.**

- For Bank Guarantee (BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment: Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique Identifier Code, Company name) where the Bid Security amount shall be returned by Online transfer.

14.13 If Bid Security /Earnest Money Deposit (EMD) is not applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed **PROFORMA – O(A)** along with their technical bids.

14.14 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 & 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
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

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	Oil India Limited, KG Basin Project, Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003.
7)	Registered Address	Duliajan, Dibrugarh, Assam-786602

Bid Security and Performance Security in terms of Insurance Surety Bonds are also acceptable. The prescribed format for "**Insurance Surety Bonds for Bid Security**" and "**Insurance Surety Bonds for Performance Security**" are given as **Appendix-A** and **Appendix-B** respectively.

15.0 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 the following Approved / Authorised Entity:

(i) M/s. A.TREDS Limited, India (INVOICEMART)
(ii) M/s. Receivables Exchange of India Limited, India (RXIL)
(iii) M/s. Mynd Solutions Private Limited, India (M1xchange)
(iv) M/s. C2FO Factoring Solutions Private Limited, India (C2treds)
(v) M/s. KredX Platform Private Limited, India (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.

iii) 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.

Note:

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

16.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

(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)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(3) "Bidder (or entity) 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

(4) The beneficial owner for the purpose of para (3) above will be as under:

(i) 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 percent 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 shareholder's agreements or voting agreements.

(ii) 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;

(iii) 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;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

(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.

(7) Validity of Registration:

The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

(8) Undertaking regarding compliance:

The bidders are required to provide undertakings as per **Exhibit-I, Exhibit-II am 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.

17.0 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CENTRAL PUBLIC ENTERPRISES (CPSES) INTER-SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ORGANISATIONS(S) - ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD).

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department/ Organisations (excluding disputes relating to Railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS- 10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

18.0 TAX COLLECTIBLE AT SOURCE (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And

b. Total supply of goods to OIL in FY …….. (As applicable) exceeds Rs. 50 Lakh and

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and

d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

19.0 MODIFICATION/AMENDMENT OF TENDER DOCUMENT:

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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

20.0 SIGNING OF BIDS:

Bids are to be submitted online in GeM portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorization **(as per Proforma-F)** shall be indicated by written Power of Attorney accompanying the Bid.

21.0 BIDDERS FINANCIAL STANDING:

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (**as per Appendix-C**) to this effect with bid.

22.0 SETTLEMENT OF DISPUTES:

22.1 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, the same shall be referred to Arbitration as provided hereunder:

2) A party wishing to commence arbitration proceeding shall invoke 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) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

Claim Amount (Excluding claim for interest and counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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.

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)

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:

- **(i)** 20% of the fees if the claimant has not submitted statement of claim.
- **(ii)** 40% of the fees if the pleadings are complete.
- **(iii)** 60% of the fees if the hearing has commenced.
- **(iv)** 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/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In 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 Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

22.2 Arbitration (Applicable in case of Contract awarded on Public Sector Enterprise):

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise

Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding 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.

c) 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.

22.3 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.

22.4 Resolution of disputes through conciliation by OEC *(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)*

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder :

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

22.5 Exclusions

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

(i) 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.

(ii) 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.

(iii) 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.

(iv) Any claim which is less than Rs. 25 Lakh.

23.0 DISCLAIMERS AND RIGHTS OF BUYER (OIL INDIA LIMITED):

a) The issue of the tender document does not imply that the buyer (Oil India Limited) is bound to select bid(s), and it reserves the right without assigning any reason to:

i) reject any or all of the Bids, or
ii) cancel the tender process; or
iii) abandon the procurement of the Goods; or
iv) issue another tender for identical or similar goods

b) Oil India Limited reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

c) Oil India Limited ('Buyer') reserves the right to reject goods which do not conform to the specifications / terms / conditions mentioned in the contract.

24.0 ACKNOWLEDGEMENT OF CONTRACT BY SUCCESSFUL BIDDER AND EXECUTION

a) After the successful bidder is issued Purchase Order, the supplier should submit the Purchase Order acceptance format duly filled, signed and sealed, within 14 (fourteen) days from the date of issue of the Purchase Order in case of Open Tender / GeM Tender (OTE) and 28 (twenty-eight) days in case of Global Tender Enquiry (GTE).

b) The successful bidder shall furnish the required performance security (if applicable) within the stipulated timeline mentioned in the contract.

c) The successful bidder, in case does not furnish the required performance security (if applicable) or does not accept the Purchase Order within the stipulated target dates, such noncompliance will constitute sufficient ground for forfeiture of its bid security / EMD (if applicable) and processing the case for further action against it (the successful bidder) as per the provision of Company's Banning Policy.

d) The seller must pay all applicable taxes by the contractor or supplier towards execution of contract by Oil India Limited (if awarded).

25.0 FORFEITURE OR ENCASHMENT OF BID SECURITY/EMD (IF APPLICABLE):

The bid security will be forfeited in the following condition:

(1) The bidder withdraws the bid within its original/extended validity.
(2) The bidder modifies/revises their bid sumoto.
(3) Bidder does not accept the order/contract.
(4) Bidder does not furnish Performance Security Deposit (if applicable) within the stipulated time as per tender/order/contract.
(5) 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 as specified in OIL's banning Policy.

26.0 SPECIAL TREATMENT FOR ITEMS COVERED UNDER PRODUCTION LINKED INCENTIVE (PLI) SCHEME:

Purchase Preference is applicable to bidder registered with Department of Promotion of Industry and Internal Trade (DPIIT), Government of India under Production Linked

Incentive (PLI) Scheme for the tendered good(s) (if applicable) as per DPIIT's public procurement (Preference to Make In India) Revision Order Date: 19.07.2024 or as amended thereafter as notified by Government of India / Oil India Limited from time to time.

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

Bidder claiming purchase preference under PLI scheme shall declare the same in their letter head duly attaching relevant orders issued by Government of India or respective ministries.

27.0 DENIAL CLAUSE:

In case of default of seller to execute the purchase order within the stipulated delivery period indicated in the purchase order, over and above levy of Liquidated Damages charges (if applicable), any statutory variation (increase/decrease) in the rate of Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate (In case of Global tenders and applicable to foreign bidder/seller) after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of Oil India Limited (Buyer) subject to documentary evidence. However, any increase in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate (In case of Global tenders and applicable to foreign bidder/seller) after the expiry of the scheduled date of delivery stipulated in the purchase order (if awarded) shall be to the seller's account. Any decrease in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate (In case of Global tenders and applicable to foreign bidder/seller) shall be passed on to Oil India Limited (Buyer).

In case of default of seller to execute the purchase order within the stipulated delivery period indicated in the purchase order, Oil India Limited (Buyer) at its discretion may provide extension of delivery date with or without applicable Liquidated Damage charges as provisioned in tender / purchase order (As applicable) subject to the following Denial Clause:

a) No increases in price on account of any statutory increase in or fresh Imposition of customs duty, GST or on account of any other taxes/duty, including custom duty), leviable in respect of the goods/stores specified in the said purchase order (if awarded) which takes place after the original delivery date indicated in purchase order (if awarded) shall be admissible on such of the said goods/stores, as are delivered after the said date; and

b) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause (if applicable) or foreign exchange rate variation (if applicable), or any other variation clause, no such increase which takes place after the original delivery date indicated in purchase order (if awarded) shall be admissible on such of the said goods/stores as are delivered after the said date.

c) Nevertheless, Oil India Limited (Buyer) shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause (if applicable) or foreign exchange rate variation (if applicable)

or any other variation clause which takes place after the expiry of the original delivery date indicated in purchase order (if awarded).

28.0 CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA) (IF APPLICABLE):

28.1 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 of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
1)	M/s. Alfred H Knight India Private Limited	1) rkjain@ahkgroup.com 2) pradeep.mathur@ahkgroup.com 3) info@ahkgroup.com
2)	M/s. TUV India Private Limited	1) noida@tuv-nord.com 2) mumbai@tuv-nord.com 3) salim@tuv-nord.com
3)	M/s. Conformity India International Private Limited	1) mktg@ciindia.in
4)	M/s Ravi Energic Private Limited	1) baroda@ravienergic.com 2) tpia@ravienergic.com
5)	M/s SGS India Private Limited	1) dhaval.vora@sgs.com 2) sgs.india@sgs.com
6)	M/s Assure Quality Management Certification Services Private Limited	1) aqmcs@aqmcs.com
7)	M/s. IRCLASS Systems and Solutions Private Limited	1) industrial_services@irclass.org 2) Bhavesh.satam@irclass.org
8)	M/s. TÜV Rheinland (India) Pvt. Ltd.	1) Shailesh.deotale@ind.tuv.com 2) Kaushal.gohil@ind.tuv.com 3) info@ind.tuv.com 4) ravi.kumar@ind.tuv.com
9)	M/s Gulf LIoyds (India) Ltd.	1) contact@gulflloyds.com 2) inspection@gulflloyds.com
10)	M/s Baltic Testing India Pvt. Ltd.	office@balticcontrolindia.com
11)	M/s Sanmarg Engineering Validation & Assessment	Amitra@sanmargeva.com
12)	M/s Meenar Global Consultants LLP	sales@mgellp.in
13)	M/s Rites Limited	1) nrinspn@rites.com 2) info@rites.com 3) sbu.ninsp@rites.com
14)	M/s Bureau Veritas (India) Private Limited	bvindia.corporate@bureauveritas.com
15)	M/s TUV SUD South Asia Private Limited	1) Hemant.chavan@tuvsud.com 2) Jayashree.rane@tuvsud.com
16)	M/s Adornment Engineers India Private Limited	jks@adornmentengineers.com
17)	M/s TCRC Inspections Pvt. Ltd.	1) admin@tereinspections.com 2) ashismallick@teregroup.com 3) tenders@teregroup.com

28.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) 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.

28.3 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 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.

28.4 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. The bidders must present all relevant documents to any of the empaneled 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 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 empaneled 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 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 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-N**) enclosed should be submitted along with the Bid.

(iii) In case of clarifications sought by OIL against BEC, 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.

Note:

The supporting documents pertains to fulfillment of Bid Evaluation Criteria submitted by bidder who participated against tender no. GEM/2026/B/7481973 Date: 29/04/2026 and which were verified by any of the OIL's empaneled Third-Party Inspection agency against the tender no. GEM/2026/B/7481973 Date: 29/04/2026 shall be considered/acceptable against the tender. The bidder shall submit the TPI agency vetted documents against this tender (as applicable). However, any new documents (if called for) must be freshly verified/certified by any of the OIL's empaneled Third-Party Inspection agency as per tender requirements.

29.0 OIL looks forward to your active participation in the Tender.

Thanking you.
Yours faithfully,

Oil India Limited
KG Basin Project

PART-1
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 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), PART-2 of the Bid document.

1.2 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.

2.0 Bid Documents:

2.1 The services required, bidding procedures and Contract terms are prescribed in the Bid Document. This Bid Document includes the following:

a) A Tender Forwarding Letter.
b) Instructions to Bidders, (Part-1)
c) Bid Evaluation Criteria, (Part-2)
d) General Conditions of Contract, (Part-3, Section-I)
e) Scope of Work/Terms of Reference/Technical Specification (Part-3, Section-II)
f) Special Conditions of Contract, (Part-3, Section-III)
g) Schedule of Rates, (Part-3, Section-IV)
h) List of Items to be imported in connection with execution of the contract showing CIF Value (Proforma-A)
i) Price Schedule Format, (Proforma-B)
j) Statement of Non-Compliance, (Proforma-C)
k) Performance Security Form (Proforma-D)
l) Sample Contract Form (Proforma-E)
m) Proforma of Letter of Authority (Proforma-F)
n) Authorisation for Attending Bid Opening (Proforma-G)
o) Financial Turnover & Networth Certificate (Proforma-H)
p) Safety Measures (Proforma–I)
q) Integrity Pact (Proforma-J)
r) Undertaking of authenticity of information/documents submitted (Proforma-K)
s) Certificate of Compliance of Financial Criteria (Proforma-L)

t) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-M)

u) Undertaking by TPI (Proforma-N)

v) Bid Security (Bank Guarantee) Format (Proforma-O)

w) Bid Form (Proforma-P)

x) Proforma of performance Bank Guarantee for supporting company (Proforma-Q)

y) Undertaking for Local Content (Proforma-R)

z) Other Annexures, Appendices, Exhibits & Checklists.

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 Transferability of bid documents:

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 Amendment of bid documents:

4.1 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).

4.2 The Addendum will be uploaded in GeM Portal in the designated area/ATC in GeM portal / OIL's website. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the GEM Portal / OIL's website for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 Preparation of Bids

5.1 Language of Bids:

5.1.1 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.

5.2 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.

5.3 Documents comprising the bid:

Bids are invited under **Single-Stage Two-Bid System**. The bid to be uploaded by the Bidder in GeM portal shall comprise of the following components:

A. Technical Bid

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with Clause 9.0.
c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.14 hereunder.
d) Copy of Bid-Form **without** indicating prices in Proforma-P.
e) Statement of Non-compliance as per Proforma–C.
f) Proforma-A: List of items to be imported **without** the CIF values.
g) Copy of Priced Bid **without** indicating prices (Proforma-B).
h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J attached with the bid document to be digitally signed by the bidder's Authorized representative.
i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note:
Please note that, no price should be mentioned in the "Technical bid" area in GeM portal.

B. Price Bid

Bidder shall quote their prices in the following Proforma available in GeM portal in the designated "Price Bid" area:

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

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

6.0 Bid Form:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 Bid Price:

7.1 Prices must be quoted by the Bidders online strictly as per the price bid format mentioned in the tender. Prices must be quoted by the bidders as per the only.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

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

8.0 Currencies of bid and payment:

Bidders are to quote in INR only. However, if any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB.

9.0 Documents establishing bidder's eligibility and qualifications:

These are listed in Bid Evaluation Criteria (BEC), PART-2 of the Bid document.

10.0 Bid Security:

10.1 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 sub-clause 10.12 hereunder.

10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the tender vide **PROFORMA-O** or online payment through OIL's e-portal or an irrevocable Letter of Credit (L/C) from any of the following Banks:

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

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

iii) 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.

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

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

10.4 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.

10.5 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.

10.6 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.

10.7 Any Bid not secured in accordance with **sub-clause 10.2** above 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.

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

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

10.10 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 27.0** below is furnished.

10.11 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.

10.12 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).

10.13 The **scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the GeM portal**. The original Bid Security shall be submitted by Bidder to the office of The Executive Director (Offshore), OIL

INDIA LIMITED, KG Basin Project Office at Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003 in a sealed envelope which must reach the office on or before **15:00 Hrs. (IST) of the Bid Closing date**. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

10.14 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.

11.0 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) eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.

Note:

i) Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-21032025-261838 dated 21.03.2025 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.

b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note:

i) 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.

ii) 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.

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 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.

12.2 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.

13.0 Signing & submission of bids:

13.1 Signing of bids:

13.1.1 Bids are to be submitted online through GeM portal. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India

(RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the Contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per **PROFORMA-F**) shall be indicated by written Power of Attorney accompanying the Bid.

13.1.3 Any physical documents 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 initiated by the person or persons who has/have digitally signed the Bid.

13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 <u>Submission of bids</u>:

1. The tender is processed under **Single-Stage Two-bid System**. Bidder shall submit the technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through GeM portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at GeM Portal, detailed instructions are available in "User Manual/Guidelines" which is available in GeM Official website (www.gem.gov.in). Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per

Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Bid area" only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the price bid area in the GeM portal. No price should be given in the "Technical Bid area", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to The Executive Director (Offshore), OIL INDIA LIMITED, KG Basin Project Office at Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003 on or before 15:00 Hrs. (IST) on the bid closing date indicated in the IFB:

a) Original Bid Security
b) Printed or Soft Copy catalogue and literature if called for in the bid document.
c) Power of Attorney for signing of the bid digitally.
d) Any other document required to be submitted in original as per bid document requirement.

2. Documents sent through E-mail/Fax/Telephonic method will not be considered.

13.2.1 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **PROFORMA-C** of the bid document and the same should be uploaded along with the Technical Bid.

13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

14.0 Deadline for submission of bids:

14.1 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 last minute rush/network problems.

14.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the GeM portal/web page shall decide the submission deadline.

14.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs. (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

15.0 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.

16.0 Modification and withdrawal of bids:

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

16.2 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.

16.3 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.

17.0 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.

18.0 Bid opening and evaluation:

18.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-G**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Bid" area will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Bid" area only in the GeM portal.

18.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

18.3 Bids which have been withdrawn pursuant to Clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

18.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

18.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e., document is deficient or missing), or due to some statement at other place of the Bid (i.e., reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

18.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

19.0 <u>Opening of priced bids</u>:

19.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

19.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

20.0 Conversion to single currency:

For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered.

21.0 Evaluation and comparison of bids:

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (BEC), PART-2 of the Bid Documents.

21.1 Discounts / rebates:

21.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

21.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of Contract, and if they have offered any discounts/rebates, the Contract shall be awarded after taking into account such discounts/rebates.

21.2 Loading of foreign exchange:

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

21.3 Exchange rate risk:

Company will not be compensating for any exchange rate fluctuations in respect of the services.

21.4 Repatriation of rupee cost:

In respect of foreign parties, rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

22.0 Contacting the company:

22.1 Except as otherwise provided in Clause 19.0 above, 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 vide sub-clause 19.5.

22.2 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.

23.0 Award of Contract Award criteria:

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.

24.0 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.

25.0 Notification of award:

25.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

25.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

26.0 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in GCC Clause No. 10.0.

27.0 Signing of Contract:

27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special

Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

27.2 The successful Bidder shall sign and date the Contract and return it to the Company after receipt of LOA. Till the Contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

27.3 In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2 (two) years from the date of default. *(Signing of the Contract may be done at the place of award in presence of both parties)*

28.0 Credit facility:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

29.0 Mobilization and advance payment:

29.1 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.

29.2 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.

29.3 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.

30.0 Integrity pact:

30.1 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.

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

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

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

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

3) Shri Radhakrishna Kini A, IPS (Retd.),
Ex-Secretary (Security), Cabinet Secretariat
E-mail: arvkini2004@yahoo.co.in and arvkini2004@gmail.com

30.4 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.

31.0 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.

32.0 <u>Specifications:</u>

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.

33.0 <u>Purchase Preference Policy-Make in India</u> - notified under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FPPNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender.

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.

34.0 <u>SITE VISIT</u>:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to Pre-Bid Conference (if applicable) & submitting their Bid to have:

a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;

b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;

c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground, the form and nature of the Site and the climate and hydrological conditions of the Site;

d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;

e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the contract price and its obligations under the contract;

f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;

g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

35.0 Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG) and Insurance Surety Bonds:

A) 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		

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

B) Bid Security and Performance Security in terms of Insurance Surety Bonds are also acceptable. The prescribed format for "**Insurance Surety Bonds for Bid Security**" and "**Insurance Surety Bonds for Performance Security**" are given as **Appendix-A** and **Appendix-B** respectively.

36.0 <u>Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy of OIL</u>:

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 **EXHIBIT-IV** of the tender document.

(*END OF PART-1*)

ANNEXURE-A

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 the Bid Document. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out in the prescribed format stipulated against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may not be considered and rejected outright.

1.1 GENERAL CONFORMITY:

Bids will be rejected in case the equipment and services offered do not conform to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and will not be considered for evaluation.

A. TECHNICAL EVALUATION CRITERIA:

1.0 EXPERIENCE:

The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:

1.1 The Bidder should have a minimum of three (03) years of experience in providing Marine Vessel Services to Drilling Companies / E&P Companies / Drilling Service Providers.

1.2 The Bidder should have executed at least one contract of minimum 01 (One) year duration of providing Marine Vessel Services to Drilling Companies / E&P Companies / Drilling Service Providers in the last 07 years reckoned from original bid closing date.

1.3 The bidder's experience in ongoing contract or in ongoing contract involving multiple services (with no inter-dependence) shall also be considered in meeting the experience under 1.1 and 1.2 above, subject to condition that the relevant service has been satisfactorily completed.

1.4 To substantiate the experience under the Clauses 1.1 and 1.2 above, the Bidder should submit copies of respective contracts (Relevant pages), along with documentary evidence in respect of satisfactory

execution and completion of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as:

(i) Satisfactory completion certificate / performance report (OR)
(ii) Proof of release of Performance Security after completion of the contract (OR)
(iii) Proof of settlement / release of final payment against the contract (OR)
(iv) Any other documentary evidence that can substantiate the satisfactory completion of each of the contracts as cited above.
(v) Documents confirming satisfactory completion of the relevant service in an ongoing contract as per the above clause 1.3.

2.0 Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.1.1 and A.1.2 above, can also quote under the categories listed below:

2.1 Eligibility criteria in case bid is submitted based on technical experience of another company (supporting company) which holds more than 50% (fifty percent) of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries, or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC Clause Nos. A.1.1 and A.1.2 above and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries, or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC Clause Nos A.1.1 and A.1.2 above and should not rely on any other company or through any other arrangement like technical collaboration agreement.

In that case, as the bidding company is dependent upon the technical experience of another company, with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements / Guarantees / Undertakings along with the techno-commercial bid:

(i) An Agreement (**as per format enclosed at Appendix A-1**) between the bidder and the supporting company.

(ii) Guarantee (**as per format enclosed at Appendix A-2**) by the supporting company to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at **Appendix A-3**), 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 Bank Guarantee for an amount which is sum of performance security amount to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company subject to the condition that supporting company have more than 50% paid up equity share capital of the bidder either directly or through intermediate subsidiaries, or vice versa.

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.

(iv) 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 also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.

Note:
In case Supporting Company fails to submit Bank Guarantee as per (iii) above, bid security submitted by the bidder shall be forfeited.

2.2 <u>Eligibility Criteria in case bids are submitted on the basis of Technical Experience of the Parent / Subsidiary Company:</u>

Offers of those Primary bidder who themselves do not meet the experience criteria as stipulated in Clause Nos A.1.1 and A.1.2 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company]. However, the parent / subsidiary company of the bidder should on its own meet the experience as stipulated under Clause Nos A.1.1 and A.1.2 above 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 for meeting the experience criteria.

In case of Primary 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 the following with the techno-commercial bid:

(i) An Agreement (**as per format enclosed as Annexure-I**) between the (bidder and supporting company)

(ii) Guarantee (**as per format enclosed as Annexure-II**) from the parent / subsidiary company (supporting company) to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.

(iii) 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 also be invoked by OIL due to non-performance of the contractor.

2.3 <u>Eligibility Criteria in case bid is submitted on the basis of Technical Experience of Sister-Subsidiary / Co-Subsidiary Company:</u>

Offers of those primary bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.1.1 and A.1.2 above can also be considered based on the experience criteria of their sister-subsidiary / co- subsidiary company within the ultimate parent / holding company subject to meeting of the following conditions:

(i) 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 / holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the technical bid.

(ii) Provided that the sister subsidiary / co-subsidiary company on its own meets the experience criteria stipulated in the Clause Nos A.1.1 and A.1.2 above and not through any other arrangement like Technical Collaboration agreement.

(iii) Provided that with a view to ensure commitment and involvement of the sister subsidiary / co-subsidiary company for successful execution of the contract, the participating bidder submits an Agreement, as per format furnished vide **Annexure-III**, between their Sister Subsidiary / Co-Subsidiary Company and the Ultimate Parent / Holding Company of both the bidder and the Sister Subsidiary / Co-Subsidiary, along with the technical bid.

Note:
In case of Clauses 2.2 & 2.3 above, bidders shall submit the following additional documents:

a) Undertaking by the subsidiary / parent company to provide a Performance Security (**as per format and instructions enclosed vide Appendix A-3**), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder.

Note to (a):
In case subsidiary / parent company fails to submit Performance Bank Guarantee as per (a) above, Bid Security submitted by the bidder shall be forfeited.

b) In cases where subsidiary / parent companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security to be submitted by the subsidiary / parent / sister company. In such case bidding company shall furnish an undertaking that their subsidiary / parent / sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

c) Undertaking from the subsidiary / parent company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by them shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.

2.4 Eligibility & Experience criteria for Indian Joint Venture bidder:

In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in Clause No. **A.1.1** and **A.1.2** above should be met as under:

(i) The Joint Venture Company by itself should meet the experience criteria

Or

(ii) The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting company of the JV Partner or subsidiary / co-subsidiary / sister subsidiary / parent / holding / affiliating / associate company or through any other arrangement like technical collaborator for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.

(iii) In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seeks qualification, shall be submitted with the techno-commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract.

(iv) Members of the JV are not allowed to quote separately / independently 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.

(v) The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per BEC Clause No. A. 1.4 above.

(vi) The documents showing the existing shareholdings of the JV Partners must be submitted.

(vii) Constitution of Joint Venture: The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes 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, to drive some advantages / benefits based on any development(s) having come to his knowledge at any time, 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.

(viii) Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval **is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening**.

Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

3.0 Details of experience and past performance of the bidder, on works / jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down under Clause Nos A.1.1 and A.1.2 above.

4.0 A job executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

5.1 The vintage of the Offshore Supply Vessel(s) offered shall not be more than 20 years old. The Bidder to confirm submission of documentary evidence prior to mobilization of the vessel if awarded with the Contract.

5.2 Lifesaving equipment and firefighting equipment:

The bidders should confirm that the offered Marine Vessel(s) is/are equipped with all lifesaving equipment and fire-fighting equipment as per SOLAS and IMO regulations along with valid certificates from regulatory body. These certifications shall be available all the time on board the Marine Vessel and shall be made available to OIL/OIL nominated TPI team.

6.0 Inspection clause:

(i) Oil India Limited shall get the marine vessel and the equipment inspected through any of the following internationally reputed third-party inspection agencies as per the tender specifications. Oil India Limited, at its option, can nominate any one of the following third-party inspection agencies (TPI) for inspection of the Marine Vessel and the cost of the third-party inspection will be borne by OIL:

a) OES, UAE
b) LRDISI
c) ABS
d) Oilfield Audit Services Inc.,
e) DNVGL NDA
f) OMCI
g) Any other agency nominated by OIL INDIA LIMITED.

Bidder to confirm compliance (Refer to **Inspection Clause 9.0 of SCC under Section – III** for details)

7.0 Statutory Certificates / Clearance / Permits:

a) Marine Vessel(s) offered should have all statutory certificates, should meet the class requirement at all the times and should comply with IMO codes. Necessary certification to the above parameters authenticated by OIL nominated Third Party agencies to be submitted by the bidder along with the unpriced bid. No cost shall be reimbursed by OIL on this account to the bidder.

b) Bidder to confirm that they would secure all statutory permits and licenses as required under law for operations of the Marine Vessel in Indian waters and shall bear all expenses in this regard.

c) Bidder to confirm that they would obtain Naval Defence Clearance of Marine Vessel prior to commencement of contract from Ministry of Defence through Ministry of Petroleum and Natural Gas (India), at his cost.

d) Bidder to confirm that they would obtain the permission of DG Shipping for deploying the offered marine vessel(s) in Indian waters, as required.

e) Bidder to confirm that they would secure all statutory permits, licences, clearances for the Marine Vessel, expat and local crew personnel like Naval / Customs / MOHA/ IB/ Police and any other such clearances as required for operations under this Contract as per requirement and shall bear all expenses in this regard.

8.0 Mobilization Period:

Bidders are required to confirm that, they shall mobilize and deploy the Marine Vessel along with the crew so as to commence operations at the designated Port of Call nominated by Oil India Limited within a period of 90 days (inclusive of inspection of the Marine Vessel) from the date of issuance of the Mobilization Notice by Oil India Limited. Bids with offer quoting more than 90 days will be out rightly rejected.

Name of the Services	Designated Location	Mobilization Period.
Marine Vessel (Offshore Supply Vessel) – 1 No.	Port of Call - Kakinada	Within 90 days of Mobilization notice issued by the Company

Note:
The succeeding day of the issue of the Mobilization Notice shall be counted as Day 1 for the purposes of the Mobilization period.

B. FINANCIAL EVALUATION CRITERIA:

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 31,37,78,745.00** or equivalent.

2. Net worth of the bidder must be Positive for the financial / accounting year preceding the original bid closing date.

Note:

(a) Annual Financial Turnover of the bidder from operations shall mean: ""turnover" means the gross amount of revenue recognized in the profit and loss account from the sale, supply, or distribution of goods or on account of services rendered, or both, by a company (bidder) during a financial year" as per the Companies (Amendment) Act, 2017 Section 2 (91).

(b) Net worth shall mean: the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation as per the Companies (Amendment) Act, 2017 Section 2 (57).

3. In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent / ultimate parent / holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent / ultimate parent / holding company, then documents need to be submitted along with the technical bid in support of the following:

(a) Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per BEC Clause B.1 above.

(b) Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the accounting year preceding the original bid closing date as per BEC Clause B.2 above.

(c) Corporate Guarantee (Annexure-IV) 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.

(d) A certificate from the statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between

bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

Note:
The above certificate should not be more than 30 days old as on the original bid closing date.

4. In case the bidder is an Incorporated Joint Venture, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having 26% or more stake in the JV, then documents need to be submitted along with the technical bid in support of the following:

(i) Annual Financial Turnover from operation of the member having 26% or more stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date shall be as per BEC Clause B.1 above.

(ii) Net worth of the member having 26% or more stake in the JV should be positive for the financial/accounting year preceding the original bid closing date.

(iii) Corporate Guarantee (Annexure-V) on the letter head of the member having 26% or more stake in the JV signed by an authorized official undertaking that they would financially support their JV for executing the project / job in case the same is awarded to them, and

(iv) A certificate from the statutory Auditor of JV on the shareholding pattern of JV. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned or Managing/Authorised partner of the LLP.

Note:
The above certificate should not be more than 30 days old as on the original bid closing date.

(v) Further, an undertaking from the Joint Venture partner (based on whose financial strength bidder is bidding) shall be submitted along with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract.

5. Notes to BEC Clause B1 & B2 above:

a. For proof of Annual Turnover from operation, Net worth & Working Capital, any one of the following documents / photocopies must be submitted along with the bid:

(a) Audited Balance Sheet along with Profit & Loss account.

OR

(b) 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.

b. 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.**

c. Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above in Para B1& B 2.

SPECIMEN / FORMAT

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 26% or more 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 26% or more stake] and whereas M/s_____ [Complete Name of JV member with 26% or more 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 26% or more) 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) M/s.	For and on behalf of M/s..... (Name of JV member with 26% or more stake)
Witness: 1. 2.	Witness: 1. 2.

C. COMMERCIAL EVALUATION CRITERIA:

1.0 The bids are to be submitted under Single-Stage Two-Bid System i.e. Unpriced Techno-Commercial Bid and Price Bid simultaneously to be uploaded in separate 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.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.

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

4.0 Bid Security in **ORIGINAL** shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity requirement are specified in the covering letter of this bid document. A scanned copy of the bid security shall however be uploaded in **Government E-Market (GEM) portal** along with the Technical Bid. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** 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.

5.0 Successful bidder shall be required to furnish a Performance Security as per the value specified in the covering letter of this bid document, which should remain valid throughout the period of execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the contract/order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above

6.0 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.

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

8.0 Bids received through the **Government E-Marketplace (GEM) portal** shall only be accepted. Bids received in any other form shall not be accepted.

9.0 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

11.0 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.

12.0 Any Bid containing false statement will be rejected.

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

14.0 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.

15.0 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) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.

16.0 Bidders should not be under liquidation / bankruptcy / undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidder nor any of its allied concerns / partners or associates or directors or proprietors involved in any capacity should be under Holiday List / Banning List / Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **(Appendix-C & Appendix-D**) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

17.0 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.

18.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

a) Validity of bid shorter than the validity indicated in the Tender.
b) In case the party refuses to sign Integrity Pact.
c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
d) Bid Security with :
(i) Validity shorter than the validity indicated in Tender

(ii) Bid Security amount lesser than the amount indicated in the Tender.

19.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED

OIL's Banning Policy, 2023 will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

19.1 The bidder shall submit an undertaking/declaration as per **PROFORMA–T** 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. The bidder shall fill up and submit proforma of **declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION** (as per **APPENDIX-D**) along with the technical bid).

19.2 The bidder shall fill up and submit proforma of **Undertaking on Acceptance of OIL's 'Banning Policy'** (As per **Proforma– T**) along with the technical bid).

20.0 DOCUMENT VERIFICATION (If applicable) :

Oil India Limited (OIL) has engaged Independent Inspection Agencies to verify and certify of various documents required against BEC of the tender:

20.1 The Bidders have to get the various documents required against BEC of the tender verified and certified (signed & stamped on each page) by anyone of the above Independent Inspection Agencies and submit the duly certified documents along with the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

20.2 As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid along with all relevant supporting documents against BEC 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 to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third-party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

20.3 An **Undertaking from Independent Inspection Agencies for Document Verification** as per **(Proforma – N)** should be submitted along with the technical bid.

Important Note:

The supporting documents pertaining to fulfillment of Bid Evaluation Criteria submitted by bidders who participated against tender no. GEM/2026/B/7481973 Date: 29/04/2026 and which were verified by any of the OIL's empaneled Third-Party Inspection agency against the tender no. GEM/2026/B/7481973 Date: 29/04/2026 will be considered/acceptable against this tender. However, any new documents (if called for) must be freshly verified/certified by any of the OIL's empaneled Third-Party Inspection agency as per tender requirements.

D. 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 will be considered for further evaluation as per the Price Evaluation Criteria given below:

1.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format vide enclosed **Proforma-B**.

2.0 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.

3.0 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered.

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

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

6.0 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.

7.0 To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

8.0 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised

Price Bids (if any) and COMPANY would not undertake any responsibility whatsoever in this regard.

9.0 Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically.

10.0 The rates towards Repair, Suspension and Force Majeure for the Marine Vessel will be restricted to the limit indicated against each as under:

(a) Quoted Repair Day Rate of the Marine Vessel shall not exceed 50% of the Marine Vessel Operating Day Rate. If the quoted Repair Day Rate of the Marine Vessel is found more than 50% of the Marine Vessel Operating Day Rate quoted in the price bid, then evaluation will be done based on the price / rate quoted by the bidder in the price bid. However, in the event of award of contract and payment, Repair Day Rate of the Marine Vessel, if quoted more than 50% of the Marine Vessel Operating Day Rate, will be paid @ 50% of the Marine Vessel Operating Day Rate. This shall be binding to the bidders and any deviation to the same shall lead to rejection of bid(s).

(b) Suspension Day Rate of the Marine Vessel shall be **75%** of the Operating Day Rate. **(This rate will not be considered for price evaluation)**.

(c) Force Majeure Day Rate of the Marine Vessel shall be **75%** of the Operating Day Rate. **(This rate will not be considered for price evaluation).**

11.0 Price Bid Evaluation

(a) Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per **PROFORMA-B**.

(b) 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.

12.0 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

13.0 CONSIDERATION OF INDIAN AGENT:

Indian agent is not permitted to represent more than one foreign bidder (Supplier/ Manufacturer/ Contractor) in a particular tender. In case, an Indian agent represents more than one foreign bidder (Supplier/ Manufacturer/Contractor) in a

particular tender, then offers of such foreign bidders (Suppliers/ Manufacturers/ Contractors) shall be rejected in that tender.

14.0 CUSTOMS DUTY:

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty (BCD Nil & concessional IGST) subject to conditions specified therein (Condition No. 48). The Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 30/2024-Customs dated 23.07.2024 and subsequently vide Custom Notification No. 45/2025-Customs dated 24.10.2025 (S. No. 229 of Table I, List 16, and Condition No. 28).

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024-Customs dated 23.07.2024 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 30/2024-Customs dated 23.07.2024 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 30/2024-Customs dated 23.07.2024, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed / recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per **Proforma-A** prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the **Proforma-A** submitted by the bidder.

Note:

(a) The customs notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

(b) The Bidder has to re-export the items/consumables/equipment after completion of the contract in case of imported items / consumables / equipment. The bidder will be fully responsible to pay the customs duty in case the items/consumables/equipment are taken by the Contractor to an area where the customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letters for availing concessional customs duty for the import of goods.

15.0 PURCHASE PREFERENCE CLAUSE:

15.1 MSE Policy:

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

i) Documentation required to be submitted by MSEs:

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

The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:

(i) Udyam Registration Number with Udyam Registration Certificate

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

ii) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.

iii) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

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

15.2 MII Policy / Policy on Promotion of Make in India initiative - Right of First Refusal (RoFR) :

Bidder to Confirm their compliance towards **"Policy on Promotion of Make in India initiative- RoFR for Indian built and Indian flagged ships for chartering of vessels done through tender process**" issued by Directorate General of Shipping (Ministry of Ports, Shipping and Waterways, Govt. of India) vide Notification No. 16- 18011/9/2023-SDDGS (C.No.22004) dated 05.10.2023, DGS Circular No. 02 of 2021 dated 14.01.2021 and DGS Circular No. SY-l 30171412017-SBR dated 23.10.2020 and subsequent amendments, if any).

According to the policy, grant of Right of First Refusal (RoFR) would be as follows:

(a) Indian built, Indian flagged and Indian owned
(b) Indian built, Indian flagged and Indian IFSCA owned
(c) Foreign built, Indian flagged and Indian owned
(d) Foreign built, Indian flagged and Indian IFSCA owned
(e) Indian built, foreign flagged and foreign owned.

The priority to exercise this right would lie in sequence mentioned above.

The Right of First Refusal shall under all circumstances, whether the bidder is a foreigner or an entity registered outside India or a citizen of India or company registered in India or society registered in India, shall be offered in the same order as mentioned above.

RoFR shall be applicable within a 20% margin of purchase preference. The bidder who exercises RoFR should meet the commercial requirement by matching the

lowest Composite Effective (evaluation) L-1 Price. In case none of the bidders eligible to exercise RoFR matches the L1 quote, then the charter shall be awarded to the L1 bidder.

Bidder offering a vessel not falling within the categories specified above [(a) to (e)], may undertake to convert such vessel to the categories in (a) or (b), prior to commencement of operations but later than the price bid opening. Such vessel will be considered only when and if a bidder offering any vessel falling within the categories specified above fails to match the lowest price. In the event, a bidder giving undertaking to convert their vessel to the categories in (a) or (b) is awarded with the contract, such bidder shall submit an additional bank guarantee of amount 5% of total contract value (in addition to the 5% performance bank guarantee against the contract). This additional bank guarantee shall be forfeited in case the contractor fails to convert the vessels as per their undertaking.

15.3 Award Criteria:

Contract shall be awarded for the entire scope of work (without splitting) 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 (enclosed as **Appendix-B**) and any subsequent amendment thereto.

Note:

a) Further, the services required by this Tender will not be split.

b) Contract shall be awarded subject to matching of price with L-1 bidder.

16.0 GENERAL NOTES:

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL/Company as and when asked for.

17.0 SUBMISSION OF FORGED DOCUMENTS:

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 dated 17th March 2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-K**.

18.0 Verification and certification of documents by Independent Third-Party Inspection Agencies:

A. 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
1)	M/s. Alfred H Knight India Private Limited	1) rkjain@ahkgroup.com 2) pradeep.mathur@ahkgroup.com 3) info@ahkgroup.com
2)	M/s. TUV India Private Limited	1) noida@tuv-nord.com 2) mumbai@tuv-nord.com 3) salim@tuv-nord.com
3)	M/s. Conformity India International Private Limited	1) mktg@ciindia.in

4)	M/s Ravi Energic Private Limited	1) baroda@ravienergic.com 2) tpia@ravienergic.com
5)	M/s SGS India Private Limited	1) dhaval.vora@sgs.com 2) sgs.india@sgs.com
6)	M/s Assure Quality Management Certification Services Private Limited	1) aqmcs@aqmcs.com
7)	M/s. IRCLASS Systems and Solutions Private Limited	1) industrial_services@irclass.org 2) Bhavesh.satam@irclass.org
8)	M/s. TÜV Rheinland (India) Pvt. Ltd.	1) Shailesh.deotale@ind.tuv.com 2) Kaushal.gohil@ind.tuv.com 3) info@ind.tuv.com 4) ravi.kumar@ind.tuv.com
9)	M/s Gulf LIoyds (India) Ltd.	1) contact@gulfllloyds.com 2) inspection@gulfllloyds.com
10)	M/s Baltic Testing India Pvt. Ltd.	office@balticcontrolindia.com
11)	M/s Sanmarg Engineering Validation & Assessment	Amitra@sanmargeva.com
12)	M/s Meenar Global Consultants LLP	sales@mgellp.in
13)	M/s Rites Limited	1) nrinspn@rites.com 2) info@rites.com 3) sbu.ninsp@rites.com
14)	M/s Bureau Veritas (India) Private Limited	bvindia.corporate@bureauveritas.com
15)	M/s TUV SUD South Asia Private Limited	1) Hemant.chavan@tuvsud.com 2) Jayashree.rane@tuvsud.com
16)	M/s Adornment Engineers India Private Limited	jks@adornmentengineers.com
17)	M/s TCRC Inspections Pvt. Ltd.	1) admin@tereinspections.com 2) ashismallick@teregroup.com 3) tenders@teregroup.com

B. 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.

C. 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.

D. 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. 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 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 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 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-N)** enclosed should be submitted along with the Bid.

(iii) In case of clarifications sought by OIL against BEC, 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.

Important Note:

The supporting documents pertaining to fulfillment of Bid Evaluation Criteria submitted by bidders who participated against tender no. GEM/2026/B/7481973 Date: 29/04/2026 and which were verified by any of the OIL's empaneled Third-Party Inspection agency against the tender no.

GEM/2026/B/7481973 Date: 29/04/2026 will be considered/acceptable against this tender. However, any new documents (if called for) must be freshly verified/certified by any of the OIL's empaneled Third-Party Inspection agency as per tender requirements.

19.0 LAND BORDER SHARING:

Bidders should submit Undertakings **(Exhibit -I, II, & III)** 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.

20.0 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 the document)

ANNEXURE – B

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK

1.0 PREAMBLE:

OIL INDIA LIMITED (OIL), an integrated National E&P Company, has been carrying out exploration & development activities for oil & gas, since the early fifties. It is also engaged in production & transportation of crude oil & natural gas as well as production of LPG. OIL has major share of its E&P activities in Assam & Arunachal Pradesh, besides activities in rest of India and abroad.

In connection with its offshore oilfield exploration activities in India, OIL intends to "Charter hire 01 (one) No. Offshore Supply Vessel (OSV) for supporting Drilling Operations of Oil India Ltd. in East and West Coasts of Indian Waters for a period of thirty-six (36) months".

This section establishes the scope and schedule for the work to the Company performed by the Bidder / Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Bidder / Contractor shall satisfy or adhere to in the performance of the work.

2.0 PROPOSED DEPLOYMENT SCHEDULE

Likely commencement date	**01/02/2027**
Service Requirement period	**36 months**

3.0 DURATION OF THE CONTRACT:

The duration of the contract shall be for a period of **36 (thirty-six) months** from the date of commencement of the contract, with provision for an **extension of up to 12 (twelve) months subject to paragraph 2.4 of Special Terms & Conditions (SCC) of the contract.**

4.0 AREA OF OPERATION:

The work is to be performed in East and West Coasts of Indian Waters, referred to as the Contract Area.

5.0 LOGISTICAL SUPPORT / SUPPLY BASE:

Company shall operate from third party operated shore base at Kakinada, Andhra Pradesh from which all well materials such as casing, bits, mud chemicals, liquid mud, cement, potable water and fuel, casing, tubing, liner hanging tools & equipment and wellheads shall be transported by Company hired vessels.

Kakinada is well connected by road, train, air, and sea from all parts of India.

The Drilling Unit will be an anchor-moored semi-submersible/Jack-Up/Drill ship operating in shallow to mid / ultra water depths. Company plans to use OSV(s) to support the drilling operations. Accordingly, tendering for OSVs is being carried out.

Vessels with advanced hull designs that minimize fuel consumption are preferred. Detailed vessel specifications are in the Table in the next Section.

Contractor is to identify any specification or design feature for which his equipment does not satisfy or fully comply. Contractor is also to point out any other features and benefits of their system that are not mentioned below.

Contractor is to offer vessels built less than 20 years ago preceding the original bid closing date.

For each vessel offered, Bidder shall complete the "Vessel Specification Sheet" found in this section.

Vessel duties will include, but not be restricted to the following:

- Provide offshore supply (men and material) services to the Drilling Unit, 24 hours in a day.
- To provide surveillance, safety and rescue support to offshore Drilling Unit and other support vessels.
- To carry out pollution control operation
- To provide medical facility within the capabilities of vessel
- To accommodate additional personnel including rescued personnel as and when required
- To carry out standby duty for helicopter operations
- To carry out any other services requested by Company within the capability of the vessel.

All Marine Operations must be carried out in accordance with the internationally accepted good and safe practices.

Major dry docking for inspection or maintenance will not be allowed during the Contract period. However, Intermediate Survey / Docking as per statutory Class requirements will be allowed at the cost of the bidder i.e. no day rates will be payable and no fuel will be provided for the period.

Company will have the right to inspect or hire a third-party company to inspect the vessel at its current location, prior to mobilization.

A) CURRENT LOCATION, AVAILABILITY AND MOBILISATION TIME (Bidder to specify)

Current location of vessel	
Estimated date of termination of current contract	
Estimated mobilization time	

B) DESIGN AND OPERATING CRITERIA:

The design and operating criteria of the marine vessel(s) offered should be submitted along with the unpriced bid.

C)

i) The Contractor shall provide Marine Vessel(s) conforming to the broad technical specifications as mentioned in the tender document along with Personnel.

ii) The bidders should offer only Serviceable Marine Vessel(s).

iii) Marine logistics service will comprise of one large offshore supply vessel, with deck areas of at least 500 square meters. The vintage of the Offshore Supply Vessel(s) offered shall not be more than 20 years old. The successful Bidder to submit documentary evidence prior to mobilization of the vessel.

Note:

(i) Contractor will be allowed flexibility to change the Marine vessel(s) offered with those available later for mobilization, with prior approval of OIL, without changes in the quoted day rates, if any of the proposed vessel(s) become unavailable before the start of operations/project.

(ii) The replacement vessel offered by the Contractor shall be of same or of higher specifications with same or better fuel efficiency. In case of higher fuel consumption of replacement vessels than the originally offered vessels, the differential fuel cost is subject to recovery by OIL at its discretion.

D) The idling period of the offered Marine Vessel(s) should not be more than 3 years i.e. the offered Marine Vessel(s) should have carried out operations on minimum one well / one project during the last 3 years reckoned from the original bid closing date. The successful bidder to

submit documentary evidence towards operation of the Marine Vessel prior to mobilization of the vessel. The complete details of the last operator, the last contract taken up and the period during which the offered Marine Vessel was last in operation shall be indicated. Bidder to confirm compliance in his technical bid.

E) Technical Specifications for OSV (Offshore Supply Vessel)

- To carry men and material between base and offshore installations, as well as between offshore installations only where such facilities are available.
- To carry out stand by and rescue operations in offshore, if required.
- To assist in exigencies arising in offshore.
- To carry out routine surveillance in offshore for safety and security reasons.
- To carry out any other field work which may be within the natural capabilities of the chartered vessel, as instructed by Operator's own operations and that of JV partners in cases of emergency.
- The vessel must be available for offshore work round the clock, 24 hours, a day, during the term of the Charter Party.
- The above work shall always be performed within the vessel's natural capabilities and within safe parameters.
- The OSV shall have enough deck space to accommodate long items like 50/75 ft. riser joints with buoyancy material, 13.5m casing joints, 55 feet stroke length telescopic joints, items and other standard oilfield service units, materials etc. Deck area of greater than 500 square meters is preferred.
- There shall be separate tankage available on vessels for bulk items such as barite, cement, diesel, water, liquid mud (Water based + SOBM), etc. to support the rig operations.
- The Vessel shall be equipped with oil-spill contingency equipment including spray booms (1 x 8 m ea. Port & Starboard) and pump, to handle / assist during oil spill.
- The DG Shipping Guidelines and Rules shall be binding to the Bidder / Contractor for deployment of Marine Vessels.

TECHNICAL SPECIFICATION SHEET

OSV VESSEL OF NOT LESS THAN 2400 DWT

Sl. No.	Parameter	Company Requirement	Bidder specification
1	**GENERAL**		
1.1	Name of the Bidder		
1.1	Name of the vessel		
1.2	Name of owner		
1.3	IMO Number		
1.4	Hull Number		
1.5	Flag		
1.6	Port of registry		
1.7	Place of build		
1.8	Year of build	Not earlier than 2006. Contractor to refer DGS Order No. 06 of 2023 regarding age for compliance of offered vessel	
1.9	Name of yard		
1.10	Classification	ABS/DNV/BV/LRS/ IRS/GL or equivalent	
1.11	Delivery Status	Vessel should be 'Ready-Built (delivered)' or Under-Construction' meeting mobilization schedule as on date of TBO	
1.12	Call sign/official No.		
2	**DIMENSIONS**		
2.1	LOA [meters]		
2.2	LBP [meters]		
2.3	Breadth mld [meters		
2.4	Depth mld [meters]		
2.5.1	Summer draught [meters]		

2.5.2	Operating draught [meters] and Deadweight	Minimum 2400 DWT	
2.6	Clear deck Area (Sq. Meters) Aft	Minimum 500 Sq. meters Vessel with any protruding structure like helideck etc. is not acceptable.	
2.6.1	Length [meters]		
2.6.2	Breadth [meters]		
2.6.3	Area [sq. meters]		
3	**MACHINERY**		
3.1	**Main Engines**		
3.1.1	Number of Main Engines	Not less than 2 [two]	
3.1.2	Make		
3.1.3	Model		
3.1.4	Max Continuous Rating (for all main engines together) at 100% NOMINAL	Not less than 4800 BHP	
3.1.5	Year of build	New at the time of installation onboard the vessel	
3.2	**Main propulsion**		
3.2.1	Number of propellers	Not less than 2 [two] or as per class requirement	
3.2.2	Type	"CPP or Z-Peller or Zip Drive or better	
3.2.3	Propeller diameter [mtrs]		
3.2.4	Propeller make		
3.3	**Thrusters**		
3.3.1	Number of bow thrusters	Not less than 2 [two]	
3.3.2	Number of stern thrusters	Not less than 1 [one]. In case of Z-peller/Zip drive, Stern thruster is not required	
3.3.3	Rating of BTs		
3.3.4	Rating of STs		
3.4	**Generators**		

3.4.1	Number of generators	At least two independent generators other than main shaft generators.	
3.4.2	Total rating [KVA]		
3.4.3	Voltage rating		
3.4.4	Frequency [Hz]		
3.5	**Steering gear**		
3.5.1	Type	Hydraulic preferred	
3.5.2	Number of rudders	Minimum 2 [two] However in case of availability of Z-Peller or Zip Drive propeller system, the rudders are not mandatory.	
3.6	**Cargo Discharge Pumps**		
3.6.1	Cargo Discharge Pumps	(1) Fuel Oil (FO) cargo pump having capacity not less than 100m3 / hour at 75 meters head (2) Fresh Water (FW) / Drill Water (DW) pump having capacity not less than 100m3 / hour at 75 meters head Back up pumps for both FO and Water of equivalent capacity should be available to deliver FO and Water in case of failure of main pump.	
4	**DYNAMIC POSITIONING CONTROL SYSTEM**		
	Dynamic Positioning control System	DP-2 system with joystick with +/- 3 meter in Sea State 4. DP-2 is to be used as per requirement of field on supply at installation, in FIFI and SAR mode. The DP-2 system must have at least one DGPS as reference system. Two DGPS with signals for differential corrections from two independent sources will be considered as two reference systems. No additional / Separate payment will be made for DGPS Signal during DP operation.	

5	**PERFORMANCE**		
5.1	Maximum speed [knots]		
5.2	Economic Cruising speed [knots]	Minimum 10 (knots) at 100% DWT	
5.3	Fuel consumption [Kl/day]		
5.3.1	Standby at wharf		
5.3.2	Standby at rig location		
5.3.3	Alongside rig		
5.3.4	Underway – economic cruising		
5.3.5	Underway – maximum speed		
6	**NAVIGATION AND COMMUNICATION EQUIPMENT**		
6.1	Gyrocompass	Required, Conforming to DG Shipping/IMO Guidelines.	
6.2	Magnetic compass	Required, Conforming to DG Shipping/IMO Guidelines.	
6.3	Echo sounder	Required, Conforming to DG Shipping/IMO Guidelines.	
6.4	Auto pilot	Required, Conforming to DG Shipping/IMO Guidelines.	
6.5	Radar	Required, Conforming to DG Shipping/IMO Guidelines.	
6.6	SSB Radio transceiver/GMD SS	Required, Conforming to DG Shipping/IMO Guidelines.	
6.7	Marine VHF transceiver	Required, Conforming to DG Shipping/IMO Guidelines.	
6.8	GPS	Required, Conforming to DG Shipping/IMO Guidelines.	
6.9	Portable VHF	Required, Conforming to DG Shipping/IMO Guidelines.	
6.10	INMARSAT	Required, Conforming to DG Shipping/IMO Guidelines.	

7	**ACCOMMODATION**		
7.1	Crew complement	Required	
7.2	For charterer's use	Suitable accommodation for five persons required	
8	**CAPACITIES**		
8.1	Deck cargo	Not less than 750 tons	
8.2	Deck loading [T/sq.mtrs]	Minimum 5T/m2	
8.3	Fuel (m3)	Minimum 500 m3	
8.4	Drill water (m3)	Minimum 450 m3	
8.5	Pot water (m3)	Minimum 450 m3	
8.6	Ballast water (m3)		
8.7	Base Oil (m3)	Minimum 150 m3	
8.8	Liquid mud (m3) (SG 2.0) with agitator arrangement Pumping rate: 75 m3/hr	Minimum 450 m3	
8.9	Dry bulks (m3)	Minimum 225 m3. Tanks installed on deck are not acceptable.	
8.10	Dead weight	Not less than 2400 tons at max draft	
8.11	4" Cam lock couplings	Required on all hoses with reducers of appropriate size.	
9	**OTHERS:**		
9.1	Fire Fighting	Fi-Fi Class-1 required, Vessels with external fire-fighting capabilities would be preferred.	
9.2	Search and Rescue (SAR)	**1.** The vessel must comply with the requirement of the SOLAS convention of 2001 for cargo ships as amended to date and UKOOA guidelines for "Standing by Duty" Offshore Installations (Group B), as per the following. **2.** All crew must be provided with high visibility armbands, waistcoats or other means for use in emergencies, which identify	

		them as vessel crew members. **3.** Every vessel must be provided with a system to aid personnel climbing the ship's side from the sea or rescue craft alongside. This system must provide a more rigid, non-slip climbing and grip surface. **4.** Temporary refuge for survivors must be supplied by a rescue basket. **5.** Vessels of all groups must carry at least 12 lifebuoys. Two of the twelve lifebuoys must be fitted with self-igniting electric lights and smoke signals and two with self-igniting electric lights. The remaining eight must be provided with 30M buoyant lines and conveniently situated for easy access by the crew engaged in the recovery of survivors. **6.** A bridge-operated "Man Overboard" alarm must be installed which is audible throughout the vessels and is separate and distinct from all other alarms. In areas of high ambient noise levels, audible alarms may be supplemented by visual alarms. **7.** A daylight signalling lamp, mains and/or battery powered, plus a portable battery–operated loud hailer must be provided on the bridge. **8.** At least two directional searchlights must be provided that together provide the capability of illuminating any area of the sea over a 360- degree arc and for a distance of at least 75M. Such lights must be capable of remote operation from within the bridge and the designated to illuminate	

		as large an area of the sea as possible. **9.** Rescue nets shall be not less than 5M wide, weighted at the bottom and long enough to extend below the waterline with the vessel at the light draft. **10.** Medical inventory- An inventory of all medical equipment must be maintained on board in a format that permits rapid confirmation of current stock levels and expiry dates. The following are to be provided and maintained. **a.** Stretcher- Basket type with straps suitable for transporting patients within the vessels- 2 Nos **b.** Blanket -20 Nos **c.** Bandages and dressings are enough for 20 Nos survivors. **d.** Anti-hypothermia blankets of heat reflective and heat retaining material for 20 survivors. **e.** Enough emergency medicines. Fast Rescue Craft **i)** The vessel is to be equipped with at least one fast rescue craft (FRC) of a capacity of 5 persons in addition to the rescue boat (as per the SOLAS Convention). FRC must meet UKOOA Guidelines for "Standing by Duty" for Offshore Installations arranged and maintained to be permanently ready for use under all weather conditions. The launching arrangement must be SOLAS approved type.	

		ii) Vessel must have 1 No. Aero VHF of suitable frequency for communication with helicopters. **iii)** Both Davits and FRCs are to be serviced annually by OEMs or as per DG Circular 2/2020 (In case of non-OEM) and as per MSC.1/Circ 1632 dated 14/12/2020.	
9.3	Breathing Apparatus	Min 18 Nos for rescue operation for 15 minutes durations.	
9.4	Oil Pollution Certificate	Required to comply with MARPOL regulation	
9.5	Flow Meter	Turbine type or superior type flowmeter duly calibrated (accuracy +/- 0.5%)	
9.6	Spark Arrestor	Vessel should be fitted with Spark Arrestor at Exhaust Stacks.	
9.7	Notwithstanding what may have been stated elsewhere, the following documents/ certificates must also be enclosed with the unpriced bids to allow OIL to assess the capabilities of the offered vessel(s).	Documents to be submitted with un- priced bid: **a.** General arrangement plans: These must be sufficiently detailed to show the deck area. **b.** Registry Certificate **c.** First Registry Certificate with the date of issue of registry certificate to confirm the age of vessel as on the date of Techno commercial bid opening (TBO) Data Sheet to be filled in for the offered vessel	

9.8	Certificates	Copies of the following must be submitted with the Technical Bid as well as at the time of TPI: **1.** Class Certificate. **2.** Cargo-ship Safety Construction Certificate. **3.** Cargo-ship Safety Equipment Certificate. **4.** Cargo-ship Safety Radio Certificate **5.** International Load Line Certificate. **6.** International oil pollution prevention certificate **7.** Safety Management Certificate as per ISM Code. **8.** Registry Certificate. **9.** International Ship Security Certificate as per ISPS Code. **10.** International air pollution prevention certificate **11.** International sewage pollution prevention certificate **12.** Certificate of Tonnage **13.** Safe Manning Document **14.** Ship Station License	
Notwithstanding anything specified above, the Bidder must ensure: i) **That the vessels offered by them shall be able to provide the required services. They are fitted with Communication, Navigation and LSA/FFA as per the latest applicable regulations**			
QUESTIONNAIRE			
Wheelhouse Visibility		All round visibility is required with forward and aft consoles and Joystick control from the wheelhouse.	
Vessels and crews experience		To confirm providing the experience list before mobilization.	
To confirm providing the experience list before mobilization.		List Minimum one well / One Project in Last Three (03) years	

English speaking crew	Indicate if the crew speak English (Master and First Mate must be fluent in spoken and written English)	
Licensed passenger capacity		
Standby passenger certification		

6.0 SPECIAL INSURANCE

Insurance policies (as applicable) are to be procured and maintained by the Owners under the Insurance

1. **Marine Hull Insurance** - Hull and Machinery Insurance shall be provided with limits equal to the full value of the Vessel.

2. **Protection and Indemnity (Marine Liability) Insurance** - Protection and Indemnity or Marine Liability insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or U.S. $30 million per occurrence, whichever is greater and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability of the owners and the Charterers, including collision liability, towers liability (unless carried elsewhere), damage to the Platform or the Rigs, loss or damage of the goods or property of the Charterers and pollution liability. The policy limits must be increased by US$10 Million for the loss of cargo per occurrence carried by the Vessel either of the Charterers or their contractors or subcontractors or third-party cargo as per instructions of the Charterers.

3. **General Third-Party Liability Insurance** - Coverage shall be for:

   a. Bodily injury U.S.D. $2 MILLION...per person
   b. Property Damage U.S.D. $5 MILLION ...per occurrence

4. **Workmen's Compensation and Employer's Liability Insurance for Employees**

   a. Covering non-employees for statutory benefits as set out and required by local law in the area of operation or area in which the Owners may become legally obliged to pay benefits.

5. **War risk insurance** on the Vessel for the same value as in item (1) above, including war risk P & I coverage.

6. **Cargo Insurance**: Loss of Cargo of the owners or their contractors or subcontractors or third party to the extent of US$10 Million per occurrence. The policy coverage must include the loss of cargo caused by any reason including but not limited to negligence of the owner, its crew, master, officers or employees or workers of the contractors or subcontractors of the

Charterers or deficiency of vessel, breakdown or failure of the vessel or its equipment, force majeure or any other reason attributable to owners or Charterers or their contractors or subcontractors.

7.0 Throughout the period of the charter hire, the Contractor is obliged to man the vessel with the Master and Crew. Crew complement to be not less than:

1	Master	:	One	Should be competent to 1. Work as a supply vessel to support rig operations, safety, and medical emergencies.
2	1st Mate (Chief Officer)	:	One	
3	Chief Engineer	:	One	
4	Second Engineer	:	One	
5	Sea-men/Engine Room	:	Six	
6	Cook	:	One	
7	Messmen	:	One	
8	NWKO (Navigational Watch Keeping Officer)	:	Two	
	Note: Additional Complement to accommodate five of the Company's personnel.			
Total			Fourteen	

EXPERIENCE CRITERIA FOR MASTER, CHIEF OFFICER, AND CHIEF ENGINEER

Designation		**Experience**
Master		**a)** Minimum 1 (one) year experience as Master on a similar type and powered vessel 'OR' Minimum 2 (two) years' experience as Chief Officer on a similar type and powered vessel. **b)** Must be holding at least a DPO limited Certificate.
Chief Officer		**a)** Minimum 1 (one) year experience as Chief Officer on a similar type and powered vessels 'OR' Minimum 2 (two) years' experience as 2nd Officer/NWKO on similar type and powered vessels. **b)** Must be holding at least a DPO limited Certificate
Chief Engineer		Minimum 1 (one) year experience as Chief Engineer on a similar type and powered vessel 'OR' Minimum 2 (two) years' experience as a 2nd Engineer on a similar type and powered vessel.

Note:

In case combined experience at two levels (stipulated above) is submitted to meet the experience criteria then the same shall be considered on a weighted average basis. This is elaborated as follows:

(i) Experience criteria for Master: Experience as Master] x 1 + [Experience as Chief Officer] x 0.5} should be minimum 1 year.

(ii) Experience criteria for Chief Officer: {[Experience as Chief Officer] x 1 + [Experience as 2nd Officer/NWKO] x 0.5} should be minimum 1 year.

(iii) Experience criteria for Chief Engineer: [Experience as Chief Engineer] x 1 + [Experience as 2nd Engineer] x 0.5} should be minimum 1 year.

Only experience in DP-2 vessels will be considered.

Notes:

1) The Master / Chief Officer should be competent to undertake the scope of work as stated in the tender document.

2) During the currency of the contract, if it becomes mandatory to position additional crew, the same will be provided by the Contractor at his own cost.

3) The crew and master proposed to be deployed for the vessel should have undergone training for Survival at sea and H2S evacuation training from a reputed maritime institute.

In addition to the above, the Owner (Contractor) shall ensure strict compliance to DG Shipping Guidelines and Rules governing the Competency of Crew. The vessel should be operated with competent and authorized personnel only.

****

ANNEXURE – C

SPECIAL CONDITIONS OF CONTRACT (SCC) / ADDITIONAL TERMS AND CONDITIONS (ATC)

SPECIAL CONDITIONS OF CONTRACT (SCC) / ADDITIONAL TERMS AND CONDITIONS (ATC)

SCC / ATC shall be read in conjunction with the GCC / STC and General Terms and Conditions (GTC) of GeM, Scope of work / Terms of reference, drawings and other documents forming part of this tender wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

The Terms and Conditions stipulated in GCC / STC will supersede those in GeM GTC and Terms and Conditions stipulated in SCC / ATC will supersede those in GCC / STC and GeM GTC in case of any conflicting provisions.

1.0 DEFINITIONS

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

1.2 "**Shore Base Location**" means where the Company will establish a shore base at Kakinada, AP for their equipment and personnel. The Contractor must carry out maintenance for the equipment in the base.

1.3 "**Company's items**" means the equipment, materials, and services, which are to be provided by the Company (OIL) at the expense of the Company.

1.4 "**Contractor's items**" means the materials, and services, which are to be provided by the Contractor to carry out the job satisfactorily which, are listed under terms of reference and technical specifications in Section - II.

1.5 "**Company's Personnel**" means the personnel to be provided by the Company or Company's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultants deployed by OIL for supervision of operations are also included in the Company's personnel.

1.6 "**Contractor's personnel**" means the personnel, to be provided by the Contractor to conduct operations hereunder.

1.7 "**Contractor's representatives**" means such persons duly appointed by the Contractor to act on the Contractor's behalf and notified in

writing to the Company.

1.8 "**Day**" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.

1.9 "**Month**" means a period between the same dates in successive calendar months.

1.10 "**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.

1.11 "**Operating Area**" means those areas offshore locations in East And West Coasts of India where Marine Services will be required.

1.12 "**Work**" means each activity required for the successful performance of the services described in Section II, the Terms of Reference.

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

2.1 EFFECTIVE DATE:

The Contract shall become effective as of 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 MOBILIZATION:

The mobilization of the Marine Vessel shall commence on the date of issue of the mobilization notice and will continue until the Vessel along with all equipment, tools, accessories, materials and manpower has obtained Naval Clearance, has reached the Port of Call and is ready to commence operations duly certified by the Company Representative.

Company will deploy TPI agency to inspect the Marine vessel before mobilization as spelt out in this bid document. Thus, the Marine vessel should be offered for inspection by Company's nominated TPI agency prior to mobilization with at least 15 days' notice. Contractor should indicate their acceptance to this effect in the techno-commercial bid.

The Contractor will advise readiness for commencement of mobilization of the Marine Vessel to Company, at least 7 days prior to

commencement of actual mobilization.

The Marine Vessel shall be mobilized at the designated following location as detailed below:

Sl. No.	Name of the Services	Designated Location	Mobilization Period.
1	Marine Vessel (Offshore Supply Vessel) – 1 No.	Port of Call - Kakinada	Within 90 days of Mobilization notice issued by the Company

Note:

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

(ii) All documents pertaining to the Marine Vessel in connection with Block transfer - if applicable, other statutory clearances / documents etc. as applicable under law must be submitted / applied prior to mobilization. Mobilization will not be treated as complete by the Company unless all the statutory documents as required under law including but not limited to Class Certification, Registry, ISM code are submitted and are found to be in order and to the satisfaction of the Company.

(iii) The Contractor has to submit the copies of import documents like B/L and assessed Bill of Entry & custom assessed invoice at the time of mobilisation, which clearly show the F.O.B. & C.I.F. values. For items available in India also, the Contractor will have to submit relevant import and customs clearance documents. For indigenous items if any, Contractor may submit the copy of relevant purchasing document.

(iv) Mobilization charges shall become payable after the Marine Vessel, ready in all respects as per scope of work, including obtaining all statutory clearances (as applicable) are mobilized to the respective locations as above & provided it is ready to commence operations duly certified by the Company Representative.

(v) Mobilization charge should be inclusive of all cost (including fuel), permit, import clearance charges and all insurance adequate to cover the shipment from the place of origin until arrival at Kakinada Port.

(vi) The demobilization charge should include all cost (including fuel), export clearance charges (if any) and all insurance adequate to cover the shipment until arrival at Contractor's base in the country of origin / port of origin.

(vii) De-mobilization charge shall become payable on clearance & re-export (if applicable) of the Marine Vessel from Indian Port / Custom authorities for re- export of the vessel 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 charge if the Marine Vessel is not re-exported (if applicable) on completion / termination of Contract.

(viii) After the completion of work, all unutilized spares, consumables etc. brought into India on a re-export basis shall be re-exported/block transfer/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. In case of failure to do so within 60 (sixty) days except under circumstances relating to Force Majeure, the 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 the Contractor's final settlement of bills. In the event Marine Vessel is transferred by the Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from the Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the customs duty.

Note:

A **kick-off meeting** will be held within 30 days from the date of issue of the mobilization notice which the Contractor should attend and submit the Mobilization Matrix along with detailed schedules and various dates of deliverables. 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 DATE OF COMMENCEMENT OF THE CONTRACT:

The Contract shall commence when the Marine Vessel is mobilized as per the mobilization schedule, duly Customs and Naval cleared and is ready for loading equipment at the designated port and duly approved by the Company Representative; herein referred to as "Commencement Date".

2.4 DURATION OF CONTRACT:

The duration of the contract shall be for a period of **36 (thirty-six) months** from the date of commencement of the contract, subject to following condition:

(i) The contract duration may be extended by another 12(twelve) months or part thereof, at the sole discretion of the Company at the same rates, terms and conditions.

Note:
The contractor is required to sign a formal detailed contract with Company within a maximum period of 60 days of date of issue of Letter of Award (LOA) subject to submission of necessary Performance Security (Bank Guarantee) as per the T & C of the tender. Until the formal Contract is signed, LOA shall remain binding amongst the two parties.

3.0 PLACE OF ARBITRATION:

The place for arbitration against this contract shall be under jurisdiction of Courts situated in Rajamahendravaram, East Godavari District, Andhra Pradesh and Principal Bench of Andhra Pradesh High Court at Nelapadu.

4.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

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

4.2 Company shall have at any time but after the stipulated period for mobilization, the right to terminate the Contract in the event Contractor fails to deploy the 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.

4.3 In case the Contractor fails to mobilize and deploy the services along with personnel 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).

4.4 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.

4.5 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 Company on account of delay / breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay / breach and without any demur and shall not be open for any dispute whatsoever.

4.6 LD will be calculated on the basis of annual Contract value excluding duties and taxes, where such duties / taxes have been shown separately in the Contract.

5.0 SUB-CONTRACTING:

Sub-contracting shall not be allowed under this contract.

6.0 CONTRACTOR'S PERSONNEL:

6.1 Except as otherwise hereinafter provided, the selection, replacement, and remuneration of the Contractor's personnel shall be determined by the Contractor. Such employees shall be employees solely of the Contractor. The Contractor shall ensure that its personnel will be competent and efficient. 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. The Contractor shall not deploy its personnel unless cleared by the Company.

6.2 The Contractor shall appoint an Area Manager as the Contractor's representative who shall be in charge of the Contractor's personnel/equipment and who shall have full authority to resolve all day-to- day matters.

6.3 The Contractor will provide competent, suitably qualified, and adequately experienced personnel for necessary 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 as applicable. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their expense, any of their personnel who are not found suitable by the Company.

6.4 List of personnel with their biodata and experience in respective areas of work shall be furnished within 30 days of issue of Mobilization Notice or 45 days prior to commencement of contract (whichever later) and got approved by Company before commencement of the work.

Note:
Any replacement with equivalent qualifications/experience needs the Company's prior written approval.

6.5 All the personnel deployed should be fluent in the English language.

6.6 The Contractor shall be solely responsible for and shall provide for all requirements of his personnel. These provisions will include but not be limited to their insurance, housing, 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 the Contractor's personnel during the entire duration of the contract shall be arranged by the Contractor at their cost.

6.7 The Contractor's representative shall have the entire power requisite for the performance of the work. He shall liaise with the Company's representative for the proper coordination and timely completion of the job and on any other matters about the job.

6.8 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 behavior or whose employment is otherwise considered by Company to be undesirable.

6.9 In case Contractors deploying foreign nationals required for the execution of all work under the service are required to have all necessary clearances as per the Govt. of India regulations.

6.10 Foreign Nationals in case deployed under the service should have proper work Visas, MOHA and any other clearance required as per the Govt. of India regulations.

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

6.12 Food & services as per industry practice and first-aid medical service for all Contractor's personnel on board the Marine Vessel will be provided by the Contractor at no additional cost to the Company.

7.0 ASSOCIATION OF COMPANY'S PERSONNEL:

7.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for the overall coordination and operational management at the location. The 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 with the provisions of the contract.

7.2 The Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time to observe/inspect the operations performed by the Contractor to judge whether, in the Company's opinion, the Contractor is complying with the provisions of the Contract.

7.3 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.

8.0 CONTRACTOR'S ITEMS:

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

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

8.3 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 period of the contractual period.

8.4 The Company shall provide fuel (HF-HSD) and potable water for the Marine Vessel provided by the Contractor.

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

8.6 There will be no escalation in day rates throughout the duration of the Contract including extension, on account of any price increase in lubricants, other consumables, etc.

8.7 Further the Contractor must indicate the average daily consumption of HF-HSD of the offered / mobilized marine vessel. The Contractor also must submit day-wise HF-HSD stock and consumption statement indicating the daily consumption of the HF-HSD for Marine Vessel.

8.8 Contractor to provide measuring facility to monitor the daily consumption of HF-HSD. Opening & closing stock of HF-HSD to be provided to Company Representative once in a week for ascertaining the consumption of HF-HSD.

8.9 Zero-day rate will be applicable for shutdown of OSV operations on account of inadequate supply of Contractor's relevant equipment / material.

9.0 INSPECTION:

(a) Company shall get the marine vessel and the equipment inspected through any of the following internationally reputed third-party inspection agency as per the tender specifications. Company, at its option, will nominate any one of the following third-party inspection agencies (TPI) for inspection of the Marine Vessel and the cost of the third-party inspection will be borne by the 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.

(b) OIL will accept the Marine Vessel, only after OIL nominated third-party inspection agency confirms that the Marine Vessel is as per tender specification and that the Marine Vessel has undergone regular repair/maintenance overhauling as per required industry practice.

(c) Contractor to complete all inspection before the Marine Vessel is allowed to be positioned at the specified location.

(d) Contractor to complete all inspection and be ready with complete readiness of the Marine Vessel in all respects, to the satisfaction of OIL

including conformity to the tender specification certified by third party inspection agency prior to commencement of Contract.

(e) Notice for inspection as per Clause 9.0 above is required to be given by the Contractor, at least 15 days in advance when the Marine Vessel is ready in all respect. Contractor should also ensure the commencement of inspection at least 25 days prior to stipulated mobilization period.

(f) Maximum time allowed on board, for inspection of the marine vessel is 05 man-days. The Contractor has to offer the Marine Vessel for inspection on complete readiness of the Marine Vessel. In case inspection takes more than 05 man-days, the cost of inspection beyond 05 man-days would be to the account of the Contractor.

(g) In case inspection is required to be carried out in two stages and the cumulative inspection for two stages is more than 05 man-days then the inspection charges only up-to 05 man-days will be borne by OIL. However, all inspection charges beyond the cumulative inspection days for both stage-1 & 2 inspection – if required shall be to the Contractor's account. Moreover, all other expenses after the Stage-1 inspection shall be to the Contractor's account.

(h) The charges for inspection for the cumulative period beyond 05 man-days shall be paid directly by the Company to the TPI Agency and will be recovered from the Contractor from their invoices upon commencement of the Contract.

(i) During all stages, the entire to and fro expenses towards travel of the surveyors from point of origin or the nearest airport from the location of the Marine Vessel to the Marine Vessel on board, and Board & Lodging of the Surveyors during the inspection of the Marine Vessel, shall be the responsibility of the Contractor.

(j) Contractor agrees to provide the documents at their own cost required for obtaining visa (for the inspectors) of the country where the Marine vessel is offered for inspection.

(k) Contractor confirms that the Marine Vessel is equipped with all lifesaving equipment and fire-fighting equipment as per SOLAS and IMO regulations and agrees that valid certificates, from regulatory body where the Marine Vessel is located at the time of inspection, shall be made available to the Company / Company nominated inspection team.

10.0 INGRESS AND EGRESS AT LOCATION:

Company hereby agrees that it shall provide Contractor with all necessary rights to the location 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.

11.0 MARINE VESSEL LICENCES:

Contractor agrees that it shall secure Permits and Licences for operations of the Marine Vessel in Indian waters, if required and Contractor shall pay any expenses in this regard.

It is the responsibility of the Contractor to obtain Naval Defence Clearance of Marine Vessel prior to commencement of Contract from Ministry of Defence (MoD) through Ministry of Petroleum and Natural Gas (India) (MoP&G), etc. at his cost.

It is the responsibility of the Contractor to obtain all necessary permissions and clearances from the concerned statutory authorities, for operating the marine vessel in Indian waters, at his cost.

Contractor shall ensure that the Marine Vessel is classed and confirm that they would obtain permission / clearance of DG Shipping, wherever required for supporting the Drilling Unit in Indian waters, at their cost.

However, for obtaining Naval Defence Clearance and other necessary permissions and clearances from the statutory authorities, the Company shall issue forwarding letter upon request from Contractor supported by all relevant valid documents.

Bidder to confirm that they would obtain the permission of DG Shipping for deploying the offered marine vessel in Indian waters, as per the DGS notification F.No.16-1701U5/2021-SD-DGS Date:

20.10.2022.

The contractor shall maintain all the required Statutory Certificates / Clearance / Permit valid throughout the duration of the contract. Zero-day rate will be applicable if the same is not complied with by the contractor.

The contractor shall provide an undertaking to maintain all the required Statutory Certificates / Clearance / Permit valid throughout the duration of the contract. Further, Contractor to provide the list of all the Statutory Certificates / Clearance / Permit which the supplier is required to maintain under statutory requirement for operations of the Marine Vessel in Indian waters along with expiry dates of all such documents during the time of initial mobilization.

12.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the actual 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.

13.0 DAMAGE TO PIPELINE, PLATFORMS OR DRILLING RIGS:

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.

14.0 RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT:

14.1 Except as otherwise specifically provided in this Contract, any damage to or loss of the Marine Vessel (which, for the purpose of this Article 14.1 shall be deemed to include all Contractor's and its sub-contractors equipment and Marine Vessel) 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 Marine Vessel or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

14.2 If the Marine Vessel or any part thereof is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or obstruction to navigation or the operations of the Company or is otherwise abandoned, the Contractor shall, if required by the Company or by the law's regulation or order of Governmental authorities or agency remove the Marine Vessel at Contractors own cost from Offshore area to the satisfaction of the Company. If the Contractor unreasonably delays in removing the Marine Vessel or any part thereof, the Company may remove it and the Contractor shall indemnify and reimburse the Company for all cost and expenses incurred by the Company in connection therewith. Any expense incurred by the Company in connection with or for locating the area/price of such loss/ damage and/or to ascertain whether such loss/damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to the Company.

14.3 DAMAGE OR LOSS OF THE MARINE VESSELS:

If the Marine Vessel is declared to be a total loss and / or construed to be total loss then the same must be replaced.

14.4 DAMAGE OR LOSS OF COMPANY EQUIPMENT:

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

14.5 USE OF CONTRACTOR'S EQUIPMENT:

The Company shall have the right to use the Marine Vessel and all of Contractor's equipment and personnel provided under this Contract during such times as the Company or both Company and Contractor are engaged in bringing a well under control and the marine vessel will perform all activities related to well control.

15.0 SAFETY:

15.1 The Contractor shall take all measures necessary to protect the personnel, work, and facilities and shall observe safety rules and

regulations as per their Safety Policies.

15.2 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.

15.3 The Contractor shall have a complete Safety Manual that will be available on the work site at all points of time and readily accessible.

16.0 INDEMNITY AGREEMENTS:

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

16.2 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.

17.0 CONFIDENTIALITY:

(a) During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall be held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need-to-know basis.

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

1) Is, at the time of disclosure, known to the public.
2) Lawfully becomes at a later date known to the public through no fault of Company.
3) Is lawfully possessed by Company before receipt thereof from Contractor.
4) Is disclosed to Company in good faith by a third party who has an independent right to such information.
5) Is developed by Company independently of the information disclosed by Contractor; or Company is required to produce before competent authorities or by court order.
6) Is required to be disclosed on the direction of Court or any statutory authority.

17.1 Also, the Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling 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.

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

17.3 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before the end of the contract period.

18.0 POLLUTION & CONTAMINATION:

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

18.1 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, 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 Operator shall indemnify and hold harmless Contractor for amounts in excess.

18.2 Except as otherwise provided in article 18.1 above, Operator shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub-clause 18.1 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 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 Operator **US Dollars One Million (US$ 1 Million)** of cost paid/incurred by Operator in control of the pollutant, clean-up costs, or damage to a third party, provided said pollution results from contractor's gross negligence, where after the Company shall indemnify and hold harmless Contractor for amounts in excess.

18.3 In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Operator, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Operator, to be the same as if the party for whom the work was performed and all of the obligations respecting defence indemnity, holding harmless and limitation of responsibility and liability as set forth in 18.1 and 18.2 above, shall be specifically applied.

19.0 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.

20.0 IP INFRINGEMENT

The Contractor shall indemnify and hold the Company harmless from any third-party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:

(a) Specific modification or design of Contractor equipment or Services to meet the Company's specifications,

(b) Combination of Contractor's equipment or Services in combination with other equipment and / or services not recommended by Contractor,

(c) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or

(d) Company's use of the Contractor's equipment or Services that does not correspond to the Contractor's published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.

21.0 DEMOBILISATION & RE-EXPORT:

21.1 The Contractor shall arrange for and execute demobilization of the entire Spare/Accessories/Manpower and Marine Vessel etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include de-servicing of the Marine Vessel, its accessories, including the manpower and re-export of the Marine Vessel (if re-exportable), its accessories, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the Marine Vessel, 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 Marine Vessel, its accessories, and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re- export from Contractor’s final settlement of bills and Performance Security.

21.2 In the event the Marine Vessel is 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 the Marine Vessel is 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 Marine Vessel, its accessories, 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 ADDITIONAL INSURANCE: The following additional insurance to be provided in addition to the already insurance as spelt out in the GCC

MARINE INSURANCE

Marine Insurance Policy shall be all risk London standard Drilling Barge form and other comparable forms or coverages used in American and foreign markets on the Marine Vessels owned or chartered by Contractor and utilized in the performance of this Contract with policy limits equal to the value of the equipment.

23.0 FORCE MAJEURE:

23.1 CONDITIONS FOR FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term “Force Majeure” as employed herein shall mean floods, pandemic, endemic, tempest, war, civil riot, fire 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.

23.2 WEATHER AND WAITING ON DAY LIGHT:

The parties hereto agree that waiting on weather / waiting on day light shall not be considered as Force Majeure. Weather in this case means temporary conditions of wind, waves or tides, which make it unsafe or hazardous to conduct operations hereunder. The Operating Day Rate (ODR) shall be applicable during these conditions.

24.0 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.

25.0 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 the Services as per the provisions of 'Schedule of Rates'.

The total suspension period during the Contract duration shall not exceed a maximum of 3 (three) 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 3 (three) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions.

26.0 CUSTOMS DUTY:

26.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty (BCD Nil & concessional IGST) subject to conditions specified therein (Condition No. 48). The Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 30/2024-Customs dated 23.07.2024 and subsequently vide Custom Notification No. 45/2025-Customs dated 24.10.2025 (S. No. 229 of Table I, List 16, and Condition No. 28).

26.2 Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 45/2025- Customs dated 24.10.2025 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-16 therein. Items of import other than those appearing in List-16 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-16 of Customs Notification No. 45/2025- Customs dated 24.10.2025 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. In terms of CBIC Circular No. 189/01/2023-GST dated 13.1.2023, if standard/merit rate of GST is lower than 18% on specified goods, then such lower rate of GST would apply alongwith exemption of BCD & SWS, upon submission of EC.

26.3 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

26.4 Items other than those appearing in List-16 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-16 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.

26.5 Bidder should submit 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, provided the same are included in the Proforma-A submitted by the Bidder.

26.6 Similarly, the domestic supply of such goods would attract 18% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification no. 03/2017 dated 28.6.2017 and amended vide Notification Nos. 08/2022 dated 13.07.2022 and 11/2025 dated 17.9.2025. If the standard/merit rate of GST on the specified good itself is 18% or lower then such lower rate of GST would apply directly without invoking Notification No. 3/2017.

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.

26.7 Contractor has to provide the list of the items to be imported by them under the Contract 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.

26.8 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.

26.9 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.

26.10 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.

27.0 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
14.6	Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.
14.7	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 there from shall be to the sole account of Contractor.
14.9	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).

14.10	**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".

14.12	Not Applicable against this tender/contract
14.13	Not Applicable against this tender/contract

28.0 NOTICES:

28.1 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:

Company

a) For contractual matters
Chief General Manager (C&P)
OIL INDIA LIMITED
Kakinada - 533004,
Andhra Pradesh, India
Email: kgbasin@oilindia.in

b) For technical matters
General Manager (Drilling)
OIL INDIA LIMITED
Kakinada - 533004,
Andhra Pradesh, India
Email: kgbasin@oilindia.in

c) Contractor

_____
_____
_____

28.2 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.

(*END OF THE DOCUMENT*)

ANNEXURE – D

GENERAL CONDITIONS OF CONTRACT (GCC) / SPECIAL TERMS AND CONDITIONS (STC)

GENERAL CONDITIONS OF CONTRACT (GCC) / SPECIAL TERMS AND CONDITIONS (STC)

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.

GENERAL CONDITIONS OF CONTRACT (GCC) /
SPECIAL TERMS AND CONDITIONS (STC)

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:

The Contract shall become effective as on 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 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.

(vi) Hence, the overall responsibility of quality of work shall rest solely with the Contractor.

(vii) 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 authorization 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 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 a 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:

10.2 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

10.3 In case of foreign contractor/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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.

Bank Guarantee issued by a Scheduled Bank of India at the request

of some other Non- Schedule Bank of India shall not be acceptable.

10.4 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.

10.5 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.

10.6 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.

10.7 The Performance Security shall be denominated in the currency of the Contract.

10.8 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.

10.9 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.

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

10.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. 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 **03 (three) 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.

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 Bid Security or the Performance Security if submitted by the successful Bidder. Such Contractor shall be put on holiday as per the Banning Policy of OIL [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 defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence 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 Company 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/blacklisted 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 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.

13.2 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.

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

14.0 INSURANCE:

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

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. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

14.3 Contractor shall require all of his sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage 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 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
g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.

14.7 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.

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

Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance):
"Oil India Limited, and Contractor's name (as appearing in the Contract / LOA)"

14.10 Waiver of subrogation:

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".

14.11 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 insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the Contractor wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 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".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.15 Contractor shall require all of its sub-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.

14.16 Contractor shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

GENERAL CONDITIONS OF CONTRACT (GCC) /
SPECIAL TERMS AND CONDITIONS (STC)

i) **Workman Compensation and / Employers' Liability Insurance**: Workmen's compensation and employer's liability 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 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.

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.

vii) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC.

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

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. 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.

15.2 Except as otherwise expressly provided herein, neither Company 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 Contractor 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 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 hereby 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 Willful misconduct and/or criminal acts and/or criminal negligence, neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of 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 (if any) 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, and 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 up to 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 Deleted

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 Company:

(i) Copy of PF-ECR duly stamped by the designated Bank, along with 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 Contractor 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.

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 unauthorized

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 East Godavari District, Andhra Pradesh and Principal Bench of Andhra Pradesh High Court at Nelapadu.

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- fulfilment 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/Contract 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 on-going Contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of on-going Contract(s) shall be forfeited by the Company.

42.0 SETTLEMENT OF DISPUTES:

42.1 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, the same shall be referred to Arbitration as provided hereunder:

(2) A party wishing to commence arbitration proceeding shall invoke 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) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

(4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and 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. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

(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 denovo.

(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.

(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)

(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:

(i) 20% of the fees if the claimant has not submitted statement of claim.
(ii) 40% of the fees if the pleadings are complete
(iii) 60% of the fees if the hearing has commenced.
(iv) 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/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In 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 Schedule of the Act and such expenses shall be equally borne by the parties.

(12) The Place/Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

(13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

(14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial

contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding 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

c) 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.

42.3 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.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of

referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the Contractor when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.

k) The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or outside consultant / advisor / agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

i) 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.

ii) 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.

iii) 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.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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 Contractor being unable to perform their obligations hereunder for a period of 15 successive

days, Company at its option, may terminate this Contract in its entirety or partially to the extent of 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 along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of Contract. If the Contractor (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the Contract, the right to terminate the Contract.

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 up to 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.

GENERAL CONDITIONS OF CONTRACT (GCC) / SPECIAL TERMS AND CONDITIONS (STC)

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 the Document)

ANNEXURE – E

SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES (SOR)

The bidders must quote the rates in their price bids strictly as per the format outlined in PROFORMA-B considering the following. The quantity / parameter shown against each item in the PROFORMA is tentative and valid for Bid Evaluation purpose only. Payment shall be made on the basis of actual work done and all "DAY RATE" charges shall be payable after prorating to the next hour.

The following rates shall be applicable for various charges under this Contract. Payment will be made according to the actual work done:

Sl. No.	Description of Item	Unit of Measure	Estimated Quantity	UNIT RATE (USD)
1	Mobilization Charges of Offshore Supply Vessel [M]	Lumpsum	01	Rate to be mentioned only in the Price Bid
2	Demobilization Charges of Offshore Supply Vessel [D]	Lumpsum	01	Rate to be mentioned only in the Price Bid
3	Operating Day Rate [ODR]	Day Rate	1050	Rate to be mentioned only in the Price Bid
4	Repair Day Rate [RDR]	Day Rate	46	Rate to be mentioned only in the Price Bid
5	Meal Charges (Breakfast / Lunch / Dinner) on Offshore Supply Vessel [MC]	Day Rate	1096	Rate to be mentioned only in the Price Bid

The above rates / charges shall be guided by the following terms and conditions as defined below:

A. MOBILIZATION (M):

(i) The mobilization of the Marine Vessel shall commence on the date of issue of the mobilization notice and will continue until the Vessel along with all equipment, tools, accessories, materials and manpower has obtained Naval Clearance, has reached the Port of Call (Kakinada) and is ready to commence operations duly certified by the Company Representative.

(ii) Mobilization charges for the Marine Vessels inclusive of manpower shall be quoted on lump sum basis and shall include all charges for mobilization of the Marine Vessels, spares & consumables etc. to the designated Port of Call (Kakinada).

(iii) All documents pertaining to the Marine Vessel in connection with Block transfer - if applicable, other statutory clearances / documents etc. as applicable under law must be submitted / applied prior to mobilization.

Mobilization will not be treated as complete by the Company unless all the statutory documents as required under law including but not limited to Class Certification, Registry, ISM code are submitted and are found to be in order and to the satisfaction of the Company.

(iv) Mobilization charges shall become payable after the Marine Vessel, ready in all respects as per scope of work, including obtaining all statutory clearances (as applicable) are mobilized to the designated Port of Call (Kakinada) and provided it is ready to commence operations duly certified by the Company Representative.

B. DEMOBILIZATION (D):

(i) Demobilization charges for the Marine Vessel and manpower shall be quoted on a lump sum basis and shall include all charges for the demobilization of the Marine Vessel. All charges connected with demobilization including all fees, taxes, insurance, freight on export outside India or to any other place will be to Contractor's account.

(ii) De-mobilization charge shall become payable on clearance & re-export (if applicable) of the Marine Vessel from Indian Port / Custom authorities for re-export of the vessel 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 charge if the Marine Vessel is not re-exported (if applicable) on completion / termination of Contract.

(iii) After the completion of work, all unutilized spares, consumables etc. brought into India on a re-export basis shall be re-exported/block transfer/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. In case of failure to do so within 60 (sixty) days except under circumstances relating to Force Majeure, the 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 the Contractor's final settlement of bills. In the event Marine Vessel is transferred by the Contractor within the country to an area where nil customs duty is applicable and/or sold to a third

party after obtaining permission from the Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the customs duty.

C. OPERATING DAY RATE (Per 24 Hrs. Day) (ODR):

(i) The Operating Day rate will become payable after completion of Mobilization. Contractor shall be paid quoted Operating Day Rate at all times during the term of the Contract, except when specially otherwise provided for in this Contract.

D. REPAIR DAY RATE – Marine Vessels Unit (Per 24 Hrs. Day) (RDR)

If operations hereunder are suspended, due to break-down of or the need for repairs to Contractor's equipment, or due to the failure of Contractor to furnish any requirement for the operation, such as but not limited to, materials, supplies, equipment or services to which Contractor is obligated to furnish hereunder or due to failure of the Marine Vessel due to whatever reasons and if such failure results in the operations being materially affected, Contractor shall be paid at the Repair Day Rate up to a maximum of 32 (thirty two) hours as compensation per calendar month. Beyond the said 32 hours, no daily compensation shall be payable to Contractor during such failure/breakdown until operations are recommenced to the satisfaction of the Company at which time the applicable rate shall again come into force. Any unused portion of the 32 hours per calendar month cannot be carried forward and/or adjusted against any other calendar month.

Beyond the above-mentioned permissible period, zero rate will be applicable for further period of breakdown.

Note:
Payment towards Marine vessel repair day rate shall be limited to 50% of the operating day rate.

E. FORCE MAJEURE DAY RATE (Per 24 Hrs. Day) (FMR):

(i) The Force Majeure Day Rate shall be payable for the first thirty days of Force Majeure period, 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.

(ii) Payment towards force majeure day rate shall be 75% of ODR. This will be considered as FORCE MAJEURE RATE under all conditions.

F. SUSPENSION RATE (per 24 Hrs. Day) [SR]:

(i) The Suspension Rate shall be payable when the works are suspended by the Company in accordance with Clause 25.0 of SCC (Section- III).

(ii) Payment towards suspension rate shall be 75% of ODR.

G. PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, etc:

1.0 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.

1.1 **MANNER OF PAYMENT**: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any will be on account of the Contractor.

1.2 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 2 (two) year after the date of payment shall make and deliver to Contractor notice of objection to any item or items the validity of which in question.

1.3 **Invoices written**: Mobilization charges will be invoiced only upon completion of mobilization (after commencement of operation at the first well), submission /production of appropriate inventory documents, and physical verification by Company representative.

1.4 Contractor shall submit monthly invoices to Company only after the end of each calendar month for all daily or monthly charges due to the Contractor.

1.5 Billings for daily charges/day rates will reflect details of time spent (calculated to the next quarter of an hour) and the rates charged for that time. This should be in the form of monthly time analysis chart(s).

1.6 Invoice for reimbursable charges, if any, related to the Contract will be accompanied by documents supporting the cost incurred and duly certified by Company representative.

1.7 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.

1.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) and last monthly invoices where some delay (up to two months) may occur.

1.9 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 OIL's right to question the validity of the payment at a later date as envisaged in Clause 1.3 above.

1.10 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.

1.11 Payment of other invoices as set forth in Clause 1.7 (reimbursable items) shall be made within 60 days following the date of receipt of the invoices by Company.

1.12 Payment of Mobilization Charges shall be made within 30 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice accompanied by all supporting documents.

1.13 Payment of last invoice shall be made within 45 days following 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 of taxes for the personnel engaged by the 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 de mobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by OIL.

1.14 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based up to 2 (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. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Contract.

H. INVOICE SUBMISSION:

Invoice, accompanied by copies of the original vouchers, records, receipts or other supporting evidence for the work performed or the expenses incurred during each month, shall be presented to Operator's office on or before the tenth (10th) of each succeeding month or soon thereafter.

The original invoice should also accompany the following documents / details:

1.1 Along with first invoice:

Following documents / details should be invariably furnished along with the first GST invoice raised under GST Law indicating GST Registration Number therein:

a) Copy of valid GST registration certificate under GST Legislation
b) Particulars required for making payments through 'Electronic Payment Mechanism'.
c) Mobile No. (Optional).
d) e-mail ID.

1.2 Payment of Mobilization Charges:

a) Invoice (In accordance with the relevant GST rules).
b) Insurance policies (As applicable).
c) Inspection report (Pre-mob, as applicable).
d) Notification Certificate of Acceptance of Mob.
e) Certificate of 'Commencement of operation' under this contract.

1.3 Periodical / Monthly payment:

a) Invoice (i.e., Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating Service Classification, Service Accounting Code, Rate and amount of GST shown separately).

b) Insurance policies and proof of payment of premium (As applicable)

c) Details of statutory payments like EPF and ESI, etc. (As applicable)

d) Undertaking by the contractor regarding compliance of all statutes

e) Certificate by the contractor stating that labour have been paid not less than minimum wages. (As applicable)

f) Copy of Time sheet/Log Sheet/DPRs with summary showing non- operating period, operating period, Rig move period, idle period, breakdown of equipment, non-deployment/short deployment etc (if any) and reasons thereof

g) Attendance Sheet (How many people on board)/Manpower deployment sheet [showing non deployment/short deployment etc (if any) and reasons thereof].

h) Statement of persons travelled on chargeable basis (Recoverable), if applicable.

i) Fuel charges (Daily consumption report of fuel) and statement of material/ consumption (incl. HSD, cement, mud chemicals, pot water, etc.) taken from OIL on chargeable basis, if applicable.

j) Catering Bill (Log Sheet).

k) Any other document specifically mentioned in the Contract or supporting documents in respect of other claims (if any), permissible under the Contract.

l) Certificate of 'Commencement of operation' under this contract.

****

ANNEXURE – F

PROFORMA, ANNEXURES AND EXHIBITS, ETC.

PROFORMA-A

LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE

Srl 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:

PROFORMA-B

PRICE BID FORMAT

Excel Format uploaded separately.

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.

PROFORMA – C (A)

EXCEPTION / DEVIATION PROFORMA
(To be submitted in the letter head of the bidder)

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that the rate(s) quoted by bidder against the tender is/are the same and not higher than those quoted with other Government, public sector or private organizations (Fall Clause).

(b) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(c) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

Clause No. of Bidding Document	**Full compliance/ not agreed**	**Exception/ deviations taken by the Bidders**	**Remarks**

Signature of Bidder

Name :

Designation :

For & on behalf of :

Seal of the company

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: _____

PROFORMA-E

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 Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar, Kakinada, Andhra Pradesh, India, PIN–533003 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 Award 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 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

In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR will prevail followed by SOR, SCC and GCC - in that order.

1) 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.

2) 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 Contractor (M/s. Oil India Limited)	for and on behalf of (M/s. _____)
Name:	Name:
Status:	Status:
In presence of 1. 2.	In presence of 1. 2.

(End of Proforma-E)

PROFORMA-F

PROFORMA LETTER OF AUTHORITY

To:

Oil India Ltd.,

KG Project, Kakinada-533004,
Andhra Pradesh

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 _____.

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.

PROFORMA–G

AUTHORISATION FOR ATTENDING BID OPENING

TO, Date: _____

Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

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.

PROFORMA-H

CERTIFICATE OF ANNUAL TURNOVER AND 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:

Membership Code:
Registration No.:
Signature

PROFORMA-I

To

Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

SUB: SAFETY MEASURES FOR TENDER NO._____

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

PROFORMA-I

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder)..... hereinafter referred to as "The Bidder/Contractor"

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~~/Contractor~~

(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.

(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 36 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 take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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/- Chief Manager (C&P) **……..** **For the Principal** Date: Place:	 **……..** **For the Bidder/Contractor** Witness 1: …….. Witness 2: ……..

PROFORMA-K

To,

Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

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)

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.

PROFORMA-M

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,

Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

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

PROFORMA-N

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(To be submitted on official letter head)

To
Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

Sir,

SUB: OIL's IFB 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,

Authorized Person's Signature: _____

Name: _____

(End of Proforma-N)

PROFORMA-O

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No. Bank Guarantee No.:

To,
OIL INDIA LIMITED
KG Basin Project
Kakinada, India

WHEREAS, (Name of Bidder) ..... (hereinafter called "the Bidder") has submitted their Bid No. ..... dated .....for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, KG Project, Kakinada (hereinafter called the "Company")'s IFB No.....

KNOW ALL MEN by these presents that we (Name of Bank) ..... having our registered office at ..... (hereinafter called "the 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.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo moto; 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/email), 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 one or two or all 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 _____

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.

(End of Proforma-O)

PROFORMA – O (A)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
……
……

Sub: ……

Tender No: ……

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addendum), we M/s. …… (Name of Bidder) have submitted our offer/bid no……

We, M/s. …… (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

- **(i)** fail or refuse to execute the Contract, if required, or
- **(ii)** fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
- **(iii)** Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: **[Signature of Authorized Signatory of Bidder]**

Date: **Name:**
Designation:
Seal:

PROFORMA-P

BID FORM

To:
Oil India Ltd.,
KG Project, Kakinada-533004,
Andhra Pradesh

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) / mobilization 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 _____202_.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-Q

FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT / SUPPORTING COMPANY

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

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

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / ULTIMATE PARENT/SUPPORTING COMPANY 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 there under 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:
SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____
Address _____
Witness _____
Address _____
_____
Date: _____
Place: _____

Note:
The Bank Guarantee issuing bank branch must ensure the following:

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

(b) Further correspondence against BG towards Performance Security must contain the Contract Number.

(End of Proforma-Q)

PROFORMA-R

UNDERTAKING FOR LOCAL CONTENT

(To be submitted on the letter head of the bidder)

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
Down town building, 3rd floor, Door no. 70–14–16/4
(Next to D-Mart), Sri Vidya Colony, Venkat
Nagar,Kakinada, Andhra Pradesh, India, PIN–533003
Kind Attn.: CGM (C&P)

Sub.: Undertaking for local content against Tender No: _____dated_____

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ for_____ (description of the service).

We hereby undertake that, we meet the mandatory minimum local content requirement as mandated by 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-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (or any subsequent amendment thereof). The percentage of Local Content in the bid is _____%.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

PROFORMA – S

FORMAT FOR PRE-BID QUERIES FROM PROSPECTIVE BIDDER

TENDER NO. :
ITEM :
BIDDER NAME : M/s.

Sl. No.	Tender Clause / Reference	As per tender	Query from prospective bidder
1)			
2)			
3)			

(Signature)

Name :
Designation :
Contact Email :
Contact Mobile Number :

Seal of the company

(End of Proforma-S)

PROFORMA – T

FORMAT FOR UNDERTAKING ON ACCEPTANCE OF OIL'S 'BANNING POLICY'
(To be typed on the Letterhead of the Bidder)

I _____, age _____years Son/ Daughter of _____, resident of _____ do solemnly affirm and state as under:

1. That _____ *(Name of the Bidder / Firm)* is desirous of submitting its bid against tender no _____ dated _____ for _____ item / works (Name of tender).

2. That I _____ is a Bidder/Authorized signatory of Bidder, and being duly authorized, I furnish this undertaking on behalf of Bidder.

3. That _____ *(Name of the Bidder/Firm)* has read, understood and accepts the OIL's Banning Policy as available at OIL's website (https://www.oil-india.com/banning-policy).

4. That _____ *(Name of the Bidder/Firm)* hereby accepts the OIL's Banning Policy, without any demur, protest, reservations and agree to be bound by the said Policy.

5. That _____ *(Name of the Bidder/Firm)* hereby agrees that in the event of Bidder/Firm is banned under the OIL's *Banning Policy* then in such case the banning order shall also be applicable upon its *allied concern(s), partner(s) or associate(s) or director(s) or proprietor(s) involved in any capacity.*

(Bidder / Authorized signatory of Bidder)

Seal:

Date:

Place:

(End of Proforma-T)

PROFORMA-U

UNDERTAKING TOWARDS PURCHASE PREFERENCE

To,
Oil India Ltd.,
KG Project, Kakinada-533004, Date: _____
Andhra Pradesh

Sir,

Sub: Oil India Limited's IFB No._____

We _____ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the following policy:

Sl. No.	Subject	Tick whichever is applicable
1	PP MSE	
2	PP MII	

Yours faithfully,

Signature : _____

Name & Designation : _____

For & on behalf of : _____

APPENDIX-A

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

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address:** **PIN-XXXXXX**	**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:

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

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

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the 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 of the Authorised Signatory)
..... (Name)	..... (Name)
..... (Designation & official address)	..... (Designation with Insurer Stamp)

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

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

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

APPENDIX-B

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

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address:** **PIN-XXXXXX**	**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 stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

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

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the 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 of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)

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

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

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter” of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

APPENDIX-C

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

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-D

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED

To,
M/s. OIL INDIA LIMITED

- - - - - - - - -

TENDER NO. _____

Tender Description: _____

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

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 A-1

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)	For and on behalf of (Supporting company)
M/s.	M/s.
Witness:	Witness:
1)	1)
2)	2)

Appendix A-2

GURANTEE 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:

(i) 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.

Appendix A-3

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 OIL INDIA LIMITED KG Basin Project, Down town building, 3rd floor, Door no. 70–14–16/4 (Next to D-Mart), Sri Vidya Colony, Venkat Nagar,Kakinada, Andhra Pradesh, India, PIN–533003 (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)
(Signature)

WITNESS NO. 2

(Signature)
Full name and official
address

ANNEXURE–I

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)

(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)	For and on behalf of Parent Company/Subsidiary Company (Delete whichever not applicable)
M/s.	M/s.
Witness:	Witness:
1.	1)
2.	2)

ANNEXURE-II

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, 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-III

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

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

1. M/s._____(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.

2. M/s. _____(Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.

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

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/Co-subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s. Witness 1) 2)	M/s. Witness 1) 2)	M/s. Witness 1) 2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-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-IV

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

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

1.The Guarantor confirms that the Bidder is a 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) For and on behalf of Parent/Ultimate Parent / Holding Company

(Delete whichever not applicable)

Witness:
1.
2.

Witness:
1.
2.

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 26% or more 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 26% or more stake] and whereas M/s_____ [Complete Name of JV member with 26% or more 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 26% or more) 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) M/s.	For and on behalf of M/s..... (Name of JV member with 26% or more stake)
Witness: 1. 2.	Witness: 1. 2.

ANNEXURE-VI

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-VII

Format for undertaking by Foreign Bidders towards taking payment against Expenses in India (refer ITB Clause 8.0)

(To be typed on the letter head of the bidder)

Ref. No_____ Date _____ To
The HoD,
KGB & MBP, Oil India Limited

Sub: Undertaking for taking payment against Expenses in India

Sir,

With reference to our quotation against your above-referred tender, we hereby confirm that we have gone through the Tender document in toto and quoted **Expenses to be incurred in India** in percentage (%) against each line item (wherever applicable) of the Price Bid Format (Proforma-B). We have quoted after proper due diligence and take full responsibility for the same. We agree to the condition that during payment (if successful), the "Expenses in India" component of the price shall be converted to INR (if quoted price is other than INR) considering the conversion rate as per Clause **21.0 of ITB**. If any Expense incur in India over and above the aforesaid percentage (%), then we will inform Oil India Limited in due course of time and same will also be considered while calculating "Expenses in India" component.

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-I

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

W.R.T. CLAUSE 16.0 OF Forwarding Letter

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No. Date:

Tender No._____Date:_____

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
Down town building, 3rd floor, Door no. 70–14–16/4
(Next to D-Mart), Sri Vidya Colony, Venkat Nagar,
Kakinada, Andhra Pradesh, India, PIN–533003

Dear Sirs,

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 are 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

W.R.T. CLAUSE 16.0 OF Forwarding Letter

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No. Date:

Tender No._____Date:_____

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
Down town building, 3rd floor,
Door no. 70–14–16/4 (Next to D-Mart),
Sri Vidya Colony, Venkat Nagar,
Kakinada, Andhra Pradesh, India, PIN–533003

Dear Sirs,

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

W.R.T. CLAUSE 16.0 OF Forwarding Letter

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No Date:

Tender No._____Date:_____

TO,

ED (KGB & MBP)
OIL INDIA LIMITED
KG Basin Project,
Down town building, 3rd floor,
Door no. 70–14–16/4 (Next to D-Mart),
Sri Vidya Colony, Venkat Nagar,
Kakinada, Andhra Pradesh, India, PIN–533003

Dear Sir,

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)

Questionnaire for vendors and suppliers

			Response
1. Emissions	What was the GHG emission for the last financial year (FY24)?	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 (FY24)?	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 (FY24)	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 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.

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 submitted. Mention the mode of submission: (Bank Guarantee / Online payment)	
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 the currency of quoted prices:** (The same will be finally converted to Indian Rupees for evaluation).	
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 whether you want to avail/claim Purchase Preference. If yes, specify under which category: PP-MII or MSE?	
20	Confirm whether Udyam Registration Certificate has been submitted, in case availing MSE benefit.	
21	If 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**.	
22	Confirm that you have submitted all documents as mentioned in the Tender	
23	Bidder's email address to which all correspondences shall be addressed?	

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 _____

ANNEXURE – G

BID EVALUATION CRITERIA

(BEC)

EVALUATION MATRIX

Oil India Limited
KG Basin Project Office
Kakinada, Andhra Pradesh, India – 533004
Tel: +91-884-2302176 | Email: kgbasin@oilindia.in |kgbcp@oilindia.in
Website: www.oil-india.com

ANNEXURE-G

BID EVALUATION CRITERIA

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
1.0	**VITAL CRITERIA FOR ACCEPTANCE OF BIDS:**		
	The bid shall conform generally to the specifications and terms and conditions given in the Bid Document. Bidders are advised not to take any exception / deviation to the Bid Document. Exceptions / Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may not be considered and rejected outright.		
1.1	**GENERAL CONFORMITY:**		
	Bids will be rejected in case the equipment and services offered do not conform to the required parameters as stipulated in the technical specifications of this bidding document. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and will not be considered for evaluation.		

(SIGNATURE OF THE BIDDER WITH COMPANY SEAL)

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ANNEXURE-G

BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.			
I. BID EVALUATION CRITERIA (BEC) **(A) TECHNICAL EVALUATION CRITERIA**			
1.0	**EXPERIENCE**		
	The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:		
1.1	The Bidder should have a minimum of three (03) years of experience in providing Marine Vessel Services to Drilling Companies / E&P Companies / Drilling Service Providers.		
1.2	The Bidder should have executed at least one contract of minimum 01 (One) year duration of providing Marine Vessel Services to Drilling Companies / E&P Companies / Drilling Service Providers in the last 07 years reckoned from original bid closing date.		
1.3	The bidder's experience in ongoing contract or in ongoing contract involving multiple services (with no inter-dependence) shall also be considered in meeting the experience under 1.1 and 1.2 above, subject to condition that the relevant service has been satisfactorily completed.		

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BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
1.4	To substantiate the experience under the Clauses 1.1 and 1.2 above, the Bidder should submit copies of respective contracts (Relevant pages), along with documentary evidence in respect of satisfactory execution and completion of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as:		
(i)	Satisfactory completion certificate / performance report (OR)		
(ii)	Proof of release of Performance Security after completion of the contract (OR)		
(iii)	Proof of settlement / release of final payment against the contract (OR)		
(iv)	Any other documentary evidence that can substantiate the satisfactory completion of each of the contracts as cited above.		
(v)	Documents confirming satisfactory completion of the relevant service in an ongoing contract as per the above clause 1.3.		
2.0	Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.1.1 and A.1.2 above, can also quote under the categories listed below:		

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BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
2.1	**Eligibility criteria in case bid is submitted based on technical experience of another company (supporting company) which holds more than 50% (fifty percent) of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries, or vice versa:**		
	Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC Clause Nos. A.1.1 and A.1.2 above and are quoting based on the experience of another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries, or vice versa.		
	However, the supporting company should on its own meet the technical experience as stipulated in the BEC Clause Nos A.1.1 and A.1.2 above and should not rely on any other company or through any other arrangement like technical collaboration agreement.		
	In that case, as the bidding company is dependent upon the technical experience of another company, with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements / Guarantees / Undertakings along with the techno-commercial bid:		
	(i) An Agreement (**as per format enclosed at Appendix A-1**) between the bidder and the supporting company.		

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ANNEXURE-G

BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	(ii) Guarantee (**as per format enclosed at Appendix A-2**) by the supporting company to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.		
	(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at **Appendix A-3**), 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 Bank Guarantee for an amount which is sum of performance security amount to be submitted by the bidder and additional performance security amount required to be submitted by the supporting company subject to the condition that supporting company have more than 50% paid up equity share capital of the bidder either directly or through intermediate subsidiaries, or vice versa.		
	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.		
	(iv) 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 also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.		

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ANNEXURE-G

BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	Note: In case Supporting Company fails to submit Bank Guarantee as per (iii) above, bid security submitted by the bidder shall be forfeited.		
2.2	**Eligibility Criteria in case bids are submitted on the basis of Technical Experience of the Parent / Subsidiary Company:**		
	Offers of those Primary bidder who themselves do not meet the experience criteria as stipulated in Clause Nos A.1.1 and A.1.2 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company]. However, the parent / subsidiary company of the bidder should on its own meet the experience as stipulated under Clause Nos A.1.1 and A.1.2 above 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 for meeting the experience criteria.		
	In case of Primary 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 the following with the techno-commercial bid:		
	i) An Agreement (**as per format enclosed as Annexure-I**) between the (bidder and supporting company)		

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BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
	ii) Guarantee (**as per format enclosed as Annexure-II**) from the parent / subsidiary company (supporting company) to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.		
	iii) 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 also be invoked by OIL due to non-performance of the contractor.		
2.3	**Eligibility Criteria in case bid is submitted on the basis of Technical Experience of Sister-Subsidiary / Co-Subsidiary Company:**		
	Offers of those primary bidders who themselves do not meet the experience criteria as stipulated in Clause Nos A.1.1 and A.1.2 above can also be considered based on the experience criteria of their sister-subsidiary / co- subsidiary company within the ultimate parent / holding company subject to meeting of the following conditions:		

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BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
i)	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 / holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the technical bid.		
ii)	Provided that the sister subsidiary / co-subsidiary company on its own meets the experience criteria stipulated in the Clause Nos A.1.1 and A.1.2 above and not through any other arrangement like Technical Collaboration agreement.		
iii)	Provided that with a view to ensure commitment and involvement of the sister subsidiary / co-subsidiary company for successful execution of the contract, the participating bidder submits an Agreement, as per format furnished vide **Annexure-III**, between their Sister Subsidiary / Co-Subsidiary Company and the Ultimate Parent / Holding Company of both the bidder and the Sister Subsidiary / Co-Subsidiary, along with the technical bid.		
	Note: In case of Clauses **2.2 & 2.3** above, bidders shall submit the following additional documents:		

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BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(a)	Undertaking by the subsidiary / parent company to provide a Performance Security (**as per format and instructions enclosed vide Appendix A-3**), equivalent to 50% of the value of the Performance Security to be submitted by the bidding company in case the bidding company is the successful bidder.		
	Note to (a): In case subsidiary / parent company fails to submit Performance Bank Guarantee as per (a) above, Bid Security submitted by the bidder shall be forfeited.		
(b)	In cases where subsidiary / parent companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security to be submitted by the subsidiary / parent / sister company. In such case bidding company shall furnish an undertaking that their subsidiary / parent / sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.		
(c)	Undertaking from the subsidiary / parent company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by them shall also be invoked by OIL INDIA LIMITED due to non-performance of the contractor.		

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BID EVALUATION CRITERIA MATRIX

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
2.4	**Eligibility & Experience criteria for Indian Joint Venture bidder:**		
	In case the bidder is an Incorporated Indian Joint Venture Company, registered in India and incorporated under the Companies Act 1956 and any amendments there under, then the technical experience criteria laid down in Clause No. A.1.1 and A.1.2 above should be met as under:		
(i)	The Joint Venture Company by itself should meet the experience criteria		
	or		
(ii)	The Joint Venture Partner (who can be either a Indian or a foreign company) having a stake of at least 26% in the Joint Venture Company should meet the technical experience criteria stipulated in the tender on its own and cannot rely on any other arrangement such as Consortium or Supporting company of the JV Partner or subsidiary / co-subsidiary / sister subsidiary / parent / holding / affiliating / associate company or through any other arrangement like technical collaborator for meeting the technical experience criteria. Documentary evidence in support of the above should be submitted along with the techno-commercial bid.		

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Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(iii)	In case of (ii) above, an undertaking from the Joint Venture partner, based on whose experience the JV seeks qualification, shall be submitted with the techno-commercial bid stating they shall maintain minimum 26% shareholding in the JV till the execution of the contract.		
(iv)	Members of the JV are not allowed to quote separately / independently 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.		
(v)	**Constitution of Joint Venture:** The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes 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, to drive some advantages / benefits based on any development(s) having come to his knowledge at any time, 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.		

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Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(vi)	Indian companies / Joint Venture companies (Incorporated JV): Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval **is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening.** Confirmation to this effect and declaration on the same to be provided as part of their technical offer.		
3.0	Details of experience and past performance of the bidder, on works / jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down under Clause Nos A.1.1 and A.1.2 above.		
4.0	A job executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.		
5.1	The vintage of the Offshore Supply Vessel(s) offered shall not be more than 20 years old. The Bidder to confirm submission of documentary evidence prior to mobilization of the vessel if awarded with the Contract.		

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Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
5.2	**Lifesaving equipment and firefighting equipment:**		
	The bidders should confirm that the offered Marine Vessel(s) is/are equipped with all lifesaving equipment and fire-fighting equipment as per SOLAS and IMO regulations along with valid certificates from regulatory body. These certifications shall be available all the time on board the Marine Vessel and shall be made available to OIL/OIL nominated TPI team.		
6.0	**Inspection clause:**		
i)	Oil India Limited shall get the marine vessel and the equipment inspected through any of the following internationally reputed third-party inspection agencies as per the tender specifications. Oil India Limited, at its option, can nominate any one of the following third-party inspection agencies (TPI) for inspection of the Marine Vessel and the cost of the third-party inspection will be borne by OIL:		
	a) OES, UAE		
	b) LRDISI		
	c) ABS		
	d) Oilfield Audit Services Inc.,		
	e) DNVGL NDA		
	f) OMCI		
	g) Any other agency nominated by OIL INDIA LIMITED.		
	Bidder to confirm compliance (Refer to **Inspection Clause 9.0 of SCC under Section – III** for details)		

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Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
7.0	**Statutory Certificates / Clearance / Permits:**		
(a)	Marine Vessel(s) offered should have all statutory certificates, should meet the class requirement at all the times and should comply with IMO codes. Necessary certification to the above parameters authenticated by OIL nominated Third Party agencies to be submitted by the bidder along with the unpriced bid. No cost shall be reimbursed by OIL on this account to the bidder.		
(b)	Bidder to confirm that they would secure all statutory permits and licenses as required under law for operations of the Marine Vessel in Indian waters and shall bear all expenses in this regard.		
(c)	Bidder to confirm that they would obtain Naval Defence Clearance of Marine Vessel prior to commencement of contract from Ministry of Defence through Ministry of Petroleum and Natural Gas (India), at his cost.		
(d)	Bidder to confirm that they would obtain the permission of DG Shipping for deploying the offered marine vessel(s) in Indian waters, as required.		
(e)	Bidder to confirm that they would secure all statutory permits, licences, clearances for the Marine Vessel, expat and local crew personnel like Naval / Customs / MOHA/ IB/ Police and any other such clearances as required for operations under this Contract as per requirement and shall bear all expenses in this regard.		

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Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
8.0	**Mobilization Period:**		
	Bidders are required to confirm that, they shall mobilize and deploy the Marine Vessel along with the crew so as to commence operations at the designated Port of Call nominated by Oil India Limited within a period of 90 days (inclusive of inspection of the Marine Vessel) from the date of issuance of the Mobilization Notice by Oil India Limited. Bids with offer quoting more than 90 days will be out rightly rejected.		
	Name of the Services : Marine Vessel (Offshore Supply Vessel) – 1 No.		
	Designated Location: Port of Call - Kakinada		
	Mobilization Period : Within 90 days of Mobilizationnotice issued by the Company		
	Note: The succeeding day of the issue of the Mobilization Notice shall be counted as Day 1 for the purposes of the Mobilization period.		

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Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
I. BID EVALUATION CRITERIA (BEC) **(B) FINANCIAL**			
1.0	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 31,37,78,745.00 or equivalent.**		
2.0	"Net Worth" of the bidder must be positive for the financial/accounting year **just preceding** to the original Bid Closing Date of the Tender i.e. **[FY 2025-26].**		
	Note:		
(i)	**(a) Annual Financial Turnover** of the bidder from operations shall mean: ""turnover" means the gross amount of revenue recognized in the profit and loss account from the sale, supply, or distribution of goods or on account of services rendered, or both, by a company (bidder) during a financial year" as per the Companies (Amendment) Act, 2017 Section 2 (91).		

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ANNEXURE-G

BID EVALUATION CRITERIA

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(ii)	(b) Net worth shall mean: the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation as per the Companies (Amendment) Act, 2017 Section 2 (57).		
3.0	In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent / ultimate parent / holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent / ultimate parent / holding company, then documents need to be submitted along with the technical bid in support of the following:		
(i)	**(a)** Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per BEC Clause B.1 above.		
(ii)	**(b)** Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the accounting year preceding the original bid closing date as per BEC Clause B.2 above.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(iii)	**(c)** Corporate Guarantee **(Annexure-IV)** 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)	**(d)** A certificate from the statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.		
	Note: The above certificate should not be more than 30 days old as on the original bid closing date.		
4.0	In case the bidder is an Incorporated Joint Venture, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having 26% or more stake in the JV, then documents need to be submitted along with the technical bid in support of the following:		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(i)	**(i)** Annual Financial Turnover from operation of the member having 26% or more stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date shall be as per BEC Clause B.1 above.		
(ii)	**(ii)** Net worth of the member should be positive for the financial/accounting year preceding the original bid closing date.		
(iii)	**(iii)** Corporate Guarantee **(Annexure-V)** on the letter head of the member having 26% or more stake in the JV signed by an authorized official undertaking that they would financially support their JV for executing the project / job in case the same is awarded to them, and		
(iv)	**(iv)** A certificate from the statutory Auditor of JV on the shareholding pattern of JV. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned or Managing/Authorised partner of the LLP.		
	Note:		
	The above certificate should not be more than 30 days old as on the original bid closing date.		

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Sl. No.	**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
(v)	**(v)** Further, an undertaking from the Joint Venture partner (based on whose financial strength bidder is bidding) shall be submitted along with the techno commercial bid stating that they shall maintain 26% or more shareholding in the JV till the execution of the contract.		
4.0			
(a)	For proof of Annual Turnover from operation and 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.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
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.		
b.	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.**		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance** (Reference of Document name / Serial number / Page number of bid for documentary evidence)
c.	Bid will be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned above in Para **B.1 & B.2.**		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.			
I. BID EVALUATION CRITERIA (BEC) **(C) COMMERCIAL**			
1.0	The bids are to be submitted under Single-Stage Two-Bid System i.e. Unpriced Techno-Commercial Bid and Price Bid simultaneously to be uploaded in separate 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.		
2.0	Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.		
3.0	Bids with shorter validity (i.e., less than **120 days** from the scheduled bid closing date) will be rejected as being non-responsive.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
4.0	Bid Security in ORIGINAL shall be furnished by the Bidder as a part of their Bid. The amount of Bid Security & its validity requirement are specified in the covering letter of this bid document. A scanned copy of the bid security shall however be uploaded in **Government E-Market (GEM) portal** along with the Technical Bid. **Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration.** 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.		
5.0	Successful bidder shall be required to furnish a Performance Security as per the value specified in the covering letter of this bid document, which should remain valid throughout the period of execution, including extension, if any. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the contract/order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
6.0	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.		
7.0	Bids submitted after the Bid Closing Date and Time will be rejected.		
8.0	Bids received through the **Government E-Marketplace (GEM) portal** shall only be accepted. Bids received in any other form shall not be accepted.		
9.0	Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.		
10.0	Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.		
11.0	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.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
12.0	Any Bid containing false statement will be rejected.		
13.0	Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.		
14.0	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.		
15.0	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 Security 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 (if applicable)		
(xvi)	Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
16.0	Bidders should not be under liquidation / bankruptcy / undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidder nor any of its allied concerns / partners or associates or directors or proprietors involved in any capacity should be under Holiday List / Banning List / Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **(Appendix-C & Appendix-D)** along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.		
17.0	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.		
18.0	A bid shall be rejected straightway if it does not conform to any one of the following clauses:		
	a) Validity of bid shorter than the validity indicated in the Tender.		
	b) In case the party refuses to sign Integrity Pact.		
	c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.		
	d) Bid Security with : **(i)** Validity shorter than the validity indicated in Tender and/or **(ii)** Bid Security amount lesser than the amount indicated in the Tender.		

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		Complied / Not Complied / Not Applicable	Relevant Location of their Bid to support the remarks / compliance
19.0	**APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED**		
	OIL's Banning Policy, 2023 will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.		
	The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
19.1	The bidder shall submit an undertaking/declaration as per **PROFORMA– T** 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. The bidder shall fill up and submit proforma of **declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION** (as per **APPENDIX-D**) along with the technical bid).		
19.2	The bidder shall fill up and submit proforma of **Undertaking on Acceptance of OIL's 'Banning Policy'** (As per **Proforma–T**) along with the technical bid).		
20.0	**DOCUMENT VERIFICATION (If applicable) :**		
	Oil India Limited (OIL) has engaged Independent Inspection Agencies to verify and certify of various documents required against BEC of the tender:		

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		Complied / Not Complied / Not Applicable	Relevant Location of their Bid to support the remarks / compliance
20.1	The Bidders have to get the various documents required against BEC of the tender verified and certified (signed & stamped on each page) by anyone of the above Independent Inspection Agencies and submit the duly certified documents along with the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
20.2	As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid along with all relevant supporting documents against BEC 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 to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third-party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.		
20.3	An **Undertaking from Independent Inspection Agencies for Document Verification** as per **(Proforma – N)** should be submitted along with the technical bid.		

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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.			
I. BID EVALUATION CRITERIA (BEC) **(D) 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 will be considered for further evaluation as per the Price Evaluation Criteria given below:		
1.0	The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates/Price Bid Format" under Section-IV and the summarized price schedule format vide enclosed **Proforma-B**.		
2.0	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.		
3.0	For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered.		
4.0	**Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.**		
5.0	Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.		

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Sl. No.	**Description**	**Complied / Not Complied / Not Applicable**	**Relevant Location of their Bid to support the remarks / compliance**
6.0	The quantities shown against each item in the "Schedule of Rates/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.		
7.0	To ascertain the inter-se-ranking, Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.		
8.0	Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and COMPANY would not undertake any responsibility whatsoever in this regard.		
9.0	Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered) along with all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically.		

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TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
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		Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
10.0	The rates towards Repair, Suspension and Force Majeure for the Marine Vessel will be restricted to the limit indicated against each as under:		
[a]	Quoted Repair Day Rate of the Marine Vessel shall not exceed 50% of the Marine Vessel Operating Day Rate. If the quoted Repair Day Rate of the Marine Vessel is found more than 50% of the Marine Vessel Operating Day Rate quoted in the price bid, then evaluation will be done based on the price / rate quoted by the bidder in the price bid. However, in the event of award of contract and payment, Repair Day Rate of the Marine Vessel, if quoted more than 50% of the Marine Vessel Operating Day Rate, will be paid @ 50% of the Marine Vessel Operating Day Rate. This shall be binding to the bidders and any deviation to the same shall lead to rejection of bid(s).		
[b]	Suspension Day Rate of the Marine Vessel shall be **75%** of the Operating Day Rate. **(This rate will not be considered for price evaluation).**		
[c]	Force Majeure Day Rate of the Marine Vessel shall be **75%** of the Operating Day Rate. **(This rate will not be considered for price evaluation).**		
11.0	**Priced Bid Evaluation**		
(a)	Price Evaluation of all the technically qualified bids will be done on the basis of rates quoted by the bidder as per **PROFORMA-B.**		
(b)	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.		
12.0	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.		

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13.0	**CONSIDERATION OF INDIAN AGENT**		
	Indian agent is not permitted to represent more than one foreign bidder (Supplier / Manufacturer / Contractor) in a particular tender. In case, an Indian agent represents more than one foreign bidder (Supplier / Manufacturer / Contractor) in a particular tender, then offers of such foreign bidders (Suppliers / Manufacturers / Contractors) shall be rejected in that tender.		
14.0	**CUSTOMS DUTY:**		
	In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty (BCD Nil & concessional IGST) subject to conditions specified therein (Condition No. 48). The Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 30/2024-Customs dated 23.07.2024 and subsequently vide Custom Notification No. 45/2025-Customs dated 24.10.2025 (S. No. 229 of Table I, List 16, and Condition No. 28).		

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	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.		

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	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.		
a)	**Note:**		
	The customs notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.		

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b)	The Bidder has to re-export the items / equipment / consumables after completion of the contract in case of imported items / equipment / consumables. The bidder will be fully responsible to pay the customs duty in case the items / equipment / consumables are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.		
15.0	**PURCHASE PREFERENCE CLAUSE:**		
15.1	**MSE Policy:**		
	Purchase Preference to Micro and Small Enterprises is applicable for this tender.		
(i)	Documentation required to be submitted by MSEs:		
	Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES		
	The bidder claiming the MSE status (MSE-General, MSE-SC / ST, MSE-Woman) against this tender has to submit following document for availing the benefits applicable to MSEs:		
	(i) Udyam Registration Number with Udyam Registration Certificate		
	In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur / Woman Entrepreneur should also be enclosed.		
(ii)	In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.		

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(iii)	In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.		
(iv)	Provisions such as seeking support from another company by way of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary company's experience / consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent / Subsidiary / Sister Subsidiary / Co Subsidiary (whichever applicable) will be eligible for the benefits reserved for MSEs provided the supporting company for technical and financial strength is / are also a MSE's. However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from JVC (incorporated), in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit.		
15.2	**MII Policy / Policy on Promotion of Make in India initiative - Right of First Refusal (RoFR) :**		
	Bidder to Confirm their compliance towards **"Policy on Promotion of Make in India initiative- RoFR for Indian built and Indian flagged ships for chartering of vessels done through tender process"** issued by Directorate General of Shipping (Ministry of Ports, Shipping and Waterways, Govt. of India) vide Notification No. 16- 18011/9/2023-SDDGS (C.No.22004) dated 05.10.2023, DGS Circular No. 02 of 2021 dated 14.01.2021 and DGS Circular No. SY-I 30171412017-SBR dated 23.10.2020 and subsequent amendments, if any).		
	According to the policy, grant of Right of First Refusal (RoFR) would be as follows:		
	(a) Indian built, Indian flagged and Indian owned		

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	(b) Indian built, Indian flagged and Indian IFSCA owned		
	(c) Foreign built, Indian flagged and Indian owned		
	(d) Foreign built, Indian flagged and Indian IFSCA owned		
	(e) Indian built, foreign flagged and foreign owned.		
	The priority to exercise this right would lie in sequence mentioned above.		
	The Right of First Refusal shall under all circumstances, whether the bidder is a foreigner or an entity registered outside India or a citizen of India or company registered in India or society registered in India, shall be offered in the same order as mentioned above.		
	RoFR shall be applicable within a 20% margin of purchase preference. The bidder who exercises RoFR should meet the commercial requirement by matching the lowest Composite Effective (evaluation) L-1 Price. In case none of the bidders eligible to exercise RoFR matches the L1 quote, then the charter shall be awarded to the L1 bidder.		
	Bidder offering a vessel not falling within the categories specified above [(a) to (e)], may undertake to convert such vessel to the categories in (a) or (b), prior to commencement of operations but later than the price bid opening. Such vessel will be considered only when and if a bidder offering any vessel falling within the categories specified above fails to match the lowest price. In the event, a bidder giving undertaking to convert their vessel to the categories in (a) or (b) is awarded with the contract, such bidder shall submit an additional bank guarantee of amount 5% of total contract value (in addition to the 5% performance bank guarantee against the contract). This additional bank guarantee shall be forfeited in case the contractor fails to convert the vessels as per their undertaking.		

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15.3	**Award Criteria:**		
	Contract shall be awarded for the entire scope of work (without splitting) 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 (enclosed as **Appendix-B**) and any subsequent amendment thereto.		
	Note:		
	a) Further, the services required by this Tender will not be split.		
	b) Contract shall be awarded subject to matching of price with L-1 bidder.		
16.0	**GENERAL NOTES:**		
16.1	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.		
16.2	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.		
16.3	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.		

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16.4	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.		
16.5	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.		
16.6	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL/Company as and when asked for.		
17.0	**SUBMISSION OF FORGED DOCUMENTS:**		
	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 dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-K.**		

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18.0	**Verification and certification of documents by Independent Third-Party Inspection Agencies:**		
A.	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**
1)	M/s. Alfred H Knight India Private Limited	1) rkjain@ahkgroup.com
		2) pradeep.mathur@ahkgroup.com
		3) info@ahkgroup.com
2)	M/s. TUV India Private Limited	1) noida@tuv-nord.com
		2) mumbai@tuv-nord.com
		3) salim@tuv-nord.com
3)	M/s. Conformity India International Private Limited	1) mktg@ciindia.in
4)	M/s Ravi Energic Private Limited	1) baroda@ravienergic.com
		2) tpia@ravienergic.com
5)	M/s SGS India Private Limited	1) dhaval.vora@sgs.com
		2) sgs.india@sgs.com
6)	M/s Assure Quality Management Certification Services Private Limited	1) aqmcs@aqmcs.com

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	7)	M/s. IRCLASS Systems and Solutions Private Limited	1) industrial_services@irclass.org		
			2) Bhavesh.satam@irclass.org		
	8)	M/s. TÜV Rheinland (India) Pvt. Ltd.	1) Shailesh.deotale@ind.tuv.com		
			2) Kaushal.gohil@ind.tuv.com		
			3) info@ind.tuv.com		
			4) ravi.kumar@ind.tuv.com		
	9)	M/s Gulf LIoyds (India) Ltd.	1) contact@gulflloyds.com		
			2) inspection@gulflloyds.com		
	10)	M/s Baltic Testing India Pvt. Ltd.	office@balticcontrolindia.com		
	11)	M/s Sanmarg Engineering Validation & Assessment	Amitra@sanmargeva.com		
	12)	M/s Meenar Global Consultants LLP	sales@mgellp.in		
	13)	M/s Rites Limited	1) nrinspn@rites.com		
			2) info@rites.com		
			3) sbu.ninsp@rites.com		
	14)	M/s Bureau Veritas (India) Private Limited	bvindia.corporate@bureauveritas.com		
	15)	M/s TUV SUD South Asia Private Limited	1) Hemant.chavan@tuvsud.com		
			2) Jayashree.rane@tuvsud.com		
	16)	M/s Adornment Engineers India Private Limited	jks@adornmentengineers.com		

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	17)	M/s TCRC Inspections Pvt. Ltd.	1) admin@tereinspections.com 2) ashismallick@teregroup.com 3) tenders@teregroup.com		
B.	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.				
C.	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.				
D.	The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:				

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(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		

(SIGNATURE COMPANY SEAL OF BIDDER)

Oil India Limited
KG Basin Project Office
Kakinada, Andhra Pradesh, India – 533004
Tel: +91-884-2302176 | Email: kgbasin@oilindia.in |kgbcp@oilindia.in
Website: www.oil-india.com

ANNEXURE-G

BID EVALUATION CRITERIA

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)				
Sl. No.		**Description**	**BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)**	
			Complied / Not Complied / Not Applicable	**Relevant Location of their Bid to support the remarks / compliance**
	*	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-N)** 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.		

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ANNEXURE-G

BID EVALUATION CRITERIA

TECHNICAL EVALUATION MATRIX FOR BEC (TO BE DULY FILLED IN BY BIDDER AND SIGNED)			
		BIDDER'S RESPONSE (TO BE FILLED BY THE BIDDER)	
Sl. No.	Description	Complied / Not Complied / Not Applicable	Relevant Location of their Bid to support the remarks / compliance
19.0	**LAND BORDER SHARING:** Bidders should submit Undertakings (Exhibit -I, II, & III) 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.		
20.0	**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.		

(SIGNATURE COMPANY SEAL OF BIDDER)

Report ID: GEM/GARPTS/07092026/CW2M8C456WW3
Report Name: Charter hire of 01 (one) No. Offshore Supply Vessel (OSV) for supporting Drilling Operations of Oil India Ltd
Generated By: Sathiyaraj F , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 07/09/2026
Valid till: 07/10/2026

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Offshore Supply Vessel

Search type: Product

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ 1882672472.0

Category Name	Catalog Count	Order Count			Order Value (in Lakhs)		
		Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Cryogenic Vessel	26	17	1	4	94	14	26
Cleaning Duster (V3)	38,397	44,266	237	456	3,557	85	61
Vessel Sealing System	44	27	2	12	152	6	118
Shirodhara Vessel For Panchakarma	15	59	2	3	11	2	2
Polyethylene Pipes for Water Supply conforming to IS 4984	384	21	6	82	5	191	624

Category Name	Catalog Count	Order Count			Order Value (in Lakhs)		
		Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Vessel Sealer and Dissector	3	18	0	4	15	0	27
platform brush	2,006	5,613	3	36	682	4	6
Integrated Electrosurgical Unit and vessel sealer	297	55	17	42	359	288	1,146
Domestic Wiper/Wiper Mopper (V3)	1,879	19,917	98	159	1,865	36	34
Portable Power Supply Unit	51	787	5	11	503	2,136	10

2. Search String: Hiring of Offshore Supply Vessel

Search type: Product

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ 0.25

Category Name	Catalog Count	Order Count			Order Value (in Lakhs)		
		Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Polyethylene Pipes For The Supply Of Gaseous Fuels (V2) As Per Is 14885	24	170	0	0	78	0	0
Cleaning Duster (V3)	38,397	44,266	237	456	3,557	85	61
Tableware Made of Melamine Plastics as per IS 9220	30	1,327	4	12	160	0	12
Screw driver Bits	43	1,045	3	9	72	4	2
Package No 4 - Atal Tinkering Lab of Niti Aayog Power Supply and Accessories and Safety Equipment	177	886	26	5,419	203	18	1,103
Sweeping Broom (V5)	2,182	28,685	122	266	3,028	150	146
Shoes Black Non-Slip for Camouflage Rig ICG	34	51	4	2	65	523	2
Revolving Chair (V5)	44,551	33,783	476	2,046	17,427	1,651	4,838

Category Name	Catalog Count	Order Count			Order Value (in Lakhs)		
		Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Gear Lubricants for enclosed Industrial Gear Drives (V2) Conforming to IS 8406	72	115	2	17	93	4	24
Pillar Taps for Water Supply Purpose conforming to IS 1795	19	227	0	0	45	0	0

3. Search String: Hiring Supply Vessel

Search type: Product

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ 0.25

Category Name	Catalog Count	Order Count			Order Value (in Lakhs)		
		Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Cryogenic Vessel	26	17	1	4	94	14	26
Cleaning Duster (V3)	38,397	44,266	237	456	3,557	85	61
Vessel Sealing System	44	27	2	12	152	6	118
Shirodhara Vessel For Panchakarma	15	59	2	3	11	2	2
Polyethylene Pipes for Water Supply conforming to IS 4984	384	21	6	82	5	191	624
Vessel Sealer and Dissector	3	18	0	4	15	0	27
platform brush	2,006	5,613	3	36	682	4	6
Integrated Electrosurgical Unit and vessel sealer	297	55	17	42	359	288	1,146
Domestic Wiper/Wiper Mopper (V3)	1,879	19,917	98	159	1,865	36	34
Portable Power Supply Unit	51	787	5	11	503	2,136	10

4. Search String: Supply vessel offshore

Search type: Product

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ 0.25

Category Name	Catalog Count	Order Count			Order Value (in Lakhs)		
		Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Cryogenic Vessel	26	17	1	4	94	14	26
Cleaning Duster (V3)	38,397	44,266	237	456	3,557	85	61
Vessel Sealing System	44	27	2	12	152	6	118
Shirodhara Vessel For Panchakarma	15	59	2	3	11	2	2
Polyethylene Pipes for Water Supply conforming to IS 4984	384	21	6	82	5	191	624
Vessel Sealer and Dissector	3	18	0	4	15	0	27
platform brush	2,006	5,613	3	36	682	4	6
Integrated Electrosurgical Unit and vessel sealer	297	55	17	42	359	288	1,146
Domestic Wiper/Wiper Mopper (V3)	1,879	19,917	98	159	1,865	36	34
Portable Power Supply Unit	51	787	5	11	503	2,136	10

5. Search String: Offshore vessel service

Search type: Product

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

Estimated Value Of Procurement: ₹ 0.25

Category Name	Catalog Count	Order Count			Order Value (in Lakhs)		
		Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Cryogenic Vessel	26	17	1	4	94	14	26
Vessel Sealing System	44	27	2	12	152	6	118
Shirodhara Vessel For Panchakarma	15	59	2	3	11	2	2
Microscopes - Pathological and Research as per IS 4381, IS 5204, IS 4381, IS 5204	20,525	12,918	213	1,269	19,216	2,949	10,537
Vessel Sealer and Dissector	3	18	0	4	15	0	27
Register (V2)	6,206	2,15,848	1,013	3,181	28,684	690	1,072
Integrated Electrosurgical Unit and vessel sealer	297	55	17	42	359	288	1,146
Stainless Steel Jugs (Defence)	192	4,305	6	69	235	7	197
Hopper Tipper Dumper for Garbage	1,905	0	136	716	0	11,113	24,054
Water Jugs	1,574	29,777	85	342	2,320	20	110