

**(FORWARDING LETTER)**

**NOTICE INVITING TENDERS**

**INTERNATIONAL COMPETITIVE BIDDING**

**Subject: IFB No. CEG2625P23 for Charter hire of 1 (one) no. Jack-Up Drilling Unit along with equipment and Marine Logistics for drilling, testing and completion of development wells in water depths of 9 m with drilling depth capability up to a minimum 4,000 m in the East Coast of India for a period of 10 (Ten) months or till completion of 04 (Four) wells**

Dear Sirs,

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

**2.0** In connection with its Offshore operations in DSF-II Block KG/OSDSF/GSKW/2018 in the Krishna - Godavari Basin, OIL invites International Competitive Bids (ICB) from competent and experienced contractors through OIL’s e-procurement site for **Charter hire of 1 (one) no. Independent Leg / Mat Type Jack-Up Drilling Unit along with equipment and Marine Logistics**. One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s e-procurement portal. Interested and eligible contractors are invited to submit their most competitive bids on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

|    |                                   |   |                                                                        |
|----|-----------------------------------|---|------------------------------------------------------------------------|
| a) | IFB No. /E-Tender No.             | : | <b>CEG2625P23</b>                                                      |
| b) | Type of Bidding                   | : | <b>Online Global e-Tender:</b> Single-Stage Two-Bid System             |
| c) | Tender Fee                        | : | Not Applicable                                                         |
| d) | Bid Closing Date & Time           | : | As mentioned in the E-procurement portal.                              |
| e) | Technical Bid Opening Date & Time | : | As mentioned in the E-procurement portal.                              |
| f) | Price Bid Opening Date & Time     | : | Will be intimated to the eligible / qualified Bidders nearer the time. |

|    |                                                                     |   |                                                                                                                                                                                    |
|----|---------------------------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| g) | Bid Submission Mode                                                 | : | Bids must be uploaded online in OIL's E-procurement portal                                                                                                                         |
| h) | Bid Opening Place                                                   | : | Office of Executive Director (KGB & MBP),<br>Oil India Ltd., KG Basin Project<br>D. No. 11-4-7, Nookalamma Temple Road<br>Ramaraopeta, Kakinada<br>Andhra Pradesh-533004, India    |
| i) | Bid Validity                                                        | : | <b>120 (One Hundred Twenty)</b> days from Bid Closing date.                                                                                                                        |
| j) | Mobilization Time                                                   | : | Within <b>150 days</b> (inclusive of inspection of the Drilling Unit and Marine Vessels) from the date of issuance of the Mobilization Notice by OIL.                              |
| k) | Bid Security Amount                                                 | : | <b>INR 2,32,62,500.00</b> or <b>USD 2,84,975.00</b><br><br>(Refer <b>Clause 11.0</b> of <u>Part-1 Instruction to Bidders</u> regarding Exemption from submission of Bid security.) |
| l) | Bid Security Validity                                               | : | <b>150 (One Hundred Fifty) days</b> from Bid Closing Date                                                                                                                          |
| m) | Amount of Performance Security                                      | : | <b>3%</b> of annualized total estimated contract price                                                                                                                             |
| n) | Validity of Performance Security                                    | : | Up to 03 (Three) months from date of completion of Contract.                                                                                                                       |
| o) | Location of job                                                     | : | Andhra Pradesh Offshore DSF Block<br>KG/OSDSF/GSKW/2018                                                                                                                            |
| p) | Duration of the Contract                                            | : | 10 (Ten) months or till completion of 04 (Four) wells.                                                                                                                             |
| q) | Quantum of Liquidated Damage for Default in Timely Mobilization     | : | Refer <b>Clause No. 4.0</b> of Part-3, Section-III (Special Conditions of Contract).                                                                                               |
| r) | Integrity Pact                                                      | : | Must be digitally signed & uploaded along with the Techno-commercial Bid.                                                                                                          |
| s) | Pre-Bid Conference Date and Venue                                   | : | <b>15.03.2023 At 11:00 AM (IST) at OIL's Project Office in Kakinada, Andhra Pradesh, India</b>                                                                                     |
| t) | Last Date of receipt of Queries for discussion in prebid conference | : | <b>Up to 17:30 Hrs (IST) of 11.03.2023.</b>                                                                                                                                        |
| u) | Bids to be addressed to                                             | : | Office of Executive Director (KGB & MBP),<br>Oil India Ltd., KG Basin Project<br>D.NO.11-4-7, Nookalamma Temple Road<br>Ramaraopeta, Kakinada<br>Andhra Pradesh-533004, India      |

**2.1 Pre-Bid Conference:** A Pre-Bid conference is scheduled on **15.03.2023 at 11.00 AM (IST)** in OIL's KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramaraopeta, Kakinada, Andhra Pradesh-533004, India to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender. At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the Pre-

Bid conference. All costs for attending the Pre-Bid conference shall be to prospective bidders' account. Foreign bidder may also request OIL for an invitation letter, if required, for the purpose of visa for attending the conference. Prospective bidders may also attend the Prebid conference through Video Conference (VC). The link for VC or exact venue for pre-bid conference shall be communicated to the nominated representatives nearer the scheduled date of pre-bid conference.

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

## **2.3 QUERIES / CLARIFICATIONS ON THE TENDER:**

**2.3.1** The prospective Bidders shall submit their queries / clarifications against the tender through e-mail / Fax / Courier addressed to Executive Director (KGB&MBP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India and such queries must reach OIL's KG Basin Project office at Kakinada latest by **11.03.2023**. OIL shall provide clarifications on the date of Pre-Bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received after **11.03.2023** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties through email.

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

**3.0 Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally 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.

## **4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

**4.1** To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

**4.2** Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to vendor's system.

**4.3** Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

**4.4** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

**4.4.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.

**4.4.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**4.5** Parties who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807171/7192.

**4.5.1** Details of the process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under e-procurement Portal. (Note: Important Points for online Payment can be viewed at Oil India's website at URL <http://oil-india.com/pdf/ETenderNotification.pdf>).

**4.5.2** The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

## **5.0 IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

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

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

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

**iv) 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](http://www.oil-india.com).

**v)** Bid should be submitted online in OIL's E-procurement site up to 01.00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the ED-KGB & MBP, Kakinada in presence of the authorized representatives of the bidders.

**vi)** If the digital signature used for signing is not of "Class-3" with Organization's name, the bid will be rejected.

**vii)** The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. Bidders to note that no price details should be uploaded in "**Technical Attachments**" Tab Page. Details of prices as per Price Bid format/ Priced bid can be uploaded under "**Notes & Attachments**" tab. A screenshot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.

RFX Response Number: 60037504  
 RFX Response Version Number: Active Version  
 RFX Number: TESTARUP  
 RFX Version Number: 1  
 Status: In Process  
 Submission Deadline: 15.04.2017 11:00:00 INDIA  
 Opening Date: 15.04.2099 00:00:00 INDIA

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

Go to this Tab **“Technical Attachments”** for Uploading “Technical Bid” files.

Notes: Clear  
 Category: Conditions of Participation, Bid Invitation/Auction Text, Bidder's Remarks, Purchaser's Remarks  
 Description: -Empty-, -Empty-, -Empty-, -Empty-

Attachments: cFolder Attachments  
 Add Attachment, Delete, Verify Signature  
 cFolder Name, Category, Description, File Name, Version, Processor, Che

The table does not contain any data

**On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.**

### **Notes:**

\* The “Technical Bid” shall contain all techno-commercial details **except the prices**.

\*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**viii) Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFX Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

**Create RFX Response**

Submit | Read Only | Print Preview | Check Technical RFX Response | Close

RFX Response Number 60038748      RFX Number 1396      Status In Process  
 RFX Owner BHARALI      Total Value 0.00 INR

**RFX Information** | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

**Event Parameters**

Currency: Indian Rupee (dropdown menu)

Detailed Price Information: No Price

Terms of Payment: [checkbox]

Total Bid Value: [text input field]

**Callouts:**

- Bidder to select the currency of the Response
- "Total Bid Value" is mandatory in "No Price"
- "Total Bid Value" considering all the

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

## **6.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:**

Subject to **Order No. F. No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

**6.1** 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)].

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

**6.3** "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- 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

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

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

**Explanation:**

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

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

**6.4.2** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

**6.4.3** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

**6.4.4** Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

**6.4.5** In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

**6.6** 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. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

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

**6.8** The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 6.1 above. If such certificate given by a bidder whose bid

is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**

**(Mrs. T. Agrawal)**  
**Manager-C&P (KGB)**  
**for Chief General Manager (C&P)**  
**for Executive Director (KGB&MBP)**

**Date: 01.02.2023**

## **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 a reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

#### **1.0 Eligibility of the bidder:**

**1.1** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), 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) 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) Authorization for Attending Bid Opening (Proforma-G)
- o) Financial Turnover & Net worth 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 towards Purchase Preference (Proforma-R)
- z) Proforma of Bank Guarantee towards PP-LC (Proforma-S)

- aa) Undertaking for Local Content (Proforma-T)
- bb) Other Enclosures, 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 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favor of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 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 OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. 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 E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] 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:**

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 OIL's E-Tender portal shall comprise of the following components:

### **A. Technical Bid (to be uploaded in "Technical Attachments" tab)**

- 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 Attachments" tab.

### **B. Price Bid (to be uploaded in "Notes and Attachments" tab)**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- 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 as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

**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:**

8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

### **9.0 Documents establishing bidder's eligibility and qualifications:**

9.1 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.

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.

**Note: Bid Security in the form of DD / Cheque / Cashier Cheque or any other mode will not be acceptable.**

**10.3 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.**

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

10.5 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 and Branch Code.

10.6 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.

10.7 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.

10.8 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.

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

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

10.11 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.

10.12 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.

10.13 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).

10.14 **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 "Technical Attachment" of OIL's e-portal.** The original Bid Security shall be submitted by Bidder to the office of Executive Director (KGB & MBP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India in a sealed envelope which must reach the office on or before **12.45 Hrs (IST) of the Bid Closing date.** The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

10.15 **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**

11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

11.2 If the Bidder is a Micro or Small Enterprise (MSE) registered with District Industry Centres 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, then they are also exempted from submitting Bid Security.

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG- DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

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.

### **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 OIL's E-procurement portal with digital signature. 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 Submission of bids:**

**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 OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions are available in “User Manual” which is available in OIL’s E-Tender Portal. 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 Attachment” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, 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 Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project, D. NO. 11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India on or before 12.45 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 e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**14.0 Indian agent / representative / retainer / associate:**

**14.1** Foreign bidders shall clearly indicate in their bids whether they have an Agent / Representative / Retainer / Associate in India. In the event the overseas bidder is having an Agent / Representative / Retainer / Associate in India, the bidder should furnish the name and address of their Agent / Representative / Retainer / Associate in India and clearly indicate nature and extent of services to be provided by such an Agent / Representative / Retainer / Associate in India and also stating in their bids whether the Agent / Representative / Retainer / Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent / Representative / Retainer / Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

**14.2** Further, overseas bidders shall submit their bids directly and not through their Agent / Representative / Retainer / Associate in India. Bid submitted by Indian Agent / Representative / Retainer / Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent / Representative / Retainer / Associate cannot represent more than one foreign bidder against the IFB.

**14.3** The Indian Agent / Representative / Retainer / Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent / Representative / Retainer / Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**15.0 Deadline for submission of bids:**

**15.1** 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.

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

**15.3** 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.

**16.0 Late Bids:**

**16.1** 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.

**17.0 Modification and withdrawal of bids:**

**17.1** 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.

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

**17.3** 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.

**18.0 Extension of bid submission date:**

**18.1** 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.

**19.0 Bid opening and evaluation**

**19.1** 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 Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

**19.2** 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.

**19.3** 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.

**19.4** 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.

**19.5** 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.

**19.6** 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.

**19.7** 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.

**19.8** 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.

## **20.0 Opening of priced bids:**

**20.1** 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.

**20.2** 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.

**20.3** 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.

## **21.0 Conversion to single currency:**

While evaluating the bids, the closing rate (B. C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the

opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

## **22.0 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.

### **22.1 Discounts / rebates:**

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

**22.1.2** 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.

### **22.2 Loading of foreign exchange:**

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

### **22.3 Exchange rate risk:**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

### **22.4 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.

## **23.0 Contacting the company:**

**23.1** 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.

**23.2** 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.

## **24.0 Award of Contract**

### **24.1 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.

## **25.0 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.

## **26.0 Notification of award**

**26.1** 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.

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

**26.3** 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.

## **27.0 Performance security:**

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

## **28.0 Signing of Contract:**

**28.1** 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.

**28.2** 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.

**28.3** 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)*

## **29.0 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:

- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises,  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh,  
E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.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 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.

**33.0 Purchase preference policy-linked with Local Content (PP-LC) - notified vide Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES shall be applicable in this tender.** [copy of the notification is enclosed as **APPENDIX-A**]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

**33.1** In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy and declare the same in technical bid as per **PROFORMA-R**. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently

**33.2** Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-S**) for an amount equivalent to 10% of total contract value, towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

**34.0 SITE VISIT:** 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.

**(END OF PART-1)**

## **Part-2**

### **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 during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions / deviations are maintained in the bid, such conditional / nonconforming bids may not be considered and rejected outright.

#### **1.1 General Conformity:**

Bids will be rejected in case the equipment and services offered do not confirm 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:

- a. Bidder should be an offshore drilling contractor / company.
- b. Bidder should have minimum 05 years of experience in operating Independent Leg / Mat Type Jack-Up Drilling Unit in water depth up to 80 m
- c. Should have executed at least one contract of minimum 01 (One) year duration of Independent Leg / Mat Type Jack Up Drilling Unit in the last 07 years reckoned from original bid closing date.

**1.1** The bidder's experience in ongoing contract involving multiple services (with no interdependence) shall also be considered in meeting the experience under (b) and (c) above subject to condition that the relevant service has been satisfactorily completed.)

**1.2** Bidder must submit necessary documentary evidence as noted below in support of the technical experience under the clauses A. 1.0 above:

- (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 execution of each of the contracts as cited above.

**2.0** Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. A. 1.0 above, can also quote under the categories listed below:

#### **2.1 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. 1.0 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 seek 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.

**2.2 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 A. 1.0 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 A. 1.0 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 the Supporting Company fails to submit Bank Guarantee as per (iii) above, Bid Security submitted by the bidder shall be forfeited.

### **2.3 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 No. A. 1.0 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 A. 1.0 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.

### **2.4 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 No A. 1.0 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-subsidary / co-subsidary 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-subsidary company on its own meets the experience criteria stipulated in the Clause No. A. 1.0 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-subsidary 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 2.3 & 2.4 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 PROFORMA-Q**), 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 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.

**3.0** Details of experience and past performance of the bidder and incorporated joint venture partner (in case of a joint venture), 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 A. 1.0 above.

**4.0** 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 copy of Govt. approval, on their application submitted to SIA (Secretariat for Industrial Assistance), prior to the date of price bid opening.

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

**6.0** The Bidder shall confirm to provide the full Scope of Work, covering the entire scope of work / supply and should conform to the technical specifications as indicated in the bid document, duly supported with technical catalogues / literatures wherever required. The Bidder should provide all the services as mentioned in the “Scope of Work” either on his own or through tie up (MOU). Incomplete and non-conforming bids will be rejected outright.

**6.1** Marine logistics services will comprise of minimum two (02) numbers AHTS vessels with certified bollard pull of 80 tons or more and with deck areas of at least 400 square meters each. The vintage of the AHTS Vessels offered shall not be more than 15 years old. The Bidder to confirm submission of documentary evidence prior to mobilization of the vessels if awarded with the Contract.

**6.2** The bidder, if required, shall make a provision of a 3rd vessel (at his own cost), to move and position the rig on the platform, based on the bollard pull requirement for the proposed rig. The vintage of the 3rd AHTS Vessels, if required, shall not be more than 15 years old. The Bidder to confirm submission of documentary evidence prior to mobilization of the vessels if awarded with the Contract.

**6.3** Lifesaving equipment and firefighting equipment:

The bidders should confirm that the Drilling Unit and Marine Vessels 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 Drilling Unit & Marine Vessels and shall be made available to OIL/OIL nominated TPI team.

## **7.0 Bidder's Equipment:**

**7.1** The bidders should offer only serviceable drilling units. Also, the idling period of the Drilling Unit should not be more than 3 (three) years as on original bid opening date i.e. the Drilling Unit should have carried out operations on minimum one well during last 3 years as on original bid opening date.

The bidders shall submit documentary evidence towards the operation of the Drilling Unit along with unpriced bid. The complete details of the last operator, the last contract taken up and the period during which the drilling unit was last in operation shall be indicated.

**Note: Drilling Units which are under construction and yet to be delivered at the time of bidding shall not be accepted.**

**7.2** In case Drilling Unit is recently constructed and delivered by the Shipyard (i.e. constructed and delivered within 03 years from the date of originally scheduled bid opening date), then the Drilling Unit shall be accepted irrespective of its having drilled any well (s) or not, during the last 03 years.

Bidder should submit all relevant certificates along with proof of completion of delivery and handing over the Drilling Unit to the owner.

**7.3** The bidders shall also furnish certificate from any one of the third-party inspections (TPI) agencies like LRDISI, ABS, Oil Field Audit Services Inc., OES, OMCI or DNV-GL along-with the un-priced bid bringing out clearly the condition and status of the drilling unit and equipment on board the drilling unit and conforming a minimum residual life of the drilling unit of 5 years.

Note: The issuance date of the TPI inspection certificate should not be older than 6 months as on original bid opening date.

**7.4** Subject to above, Bidder offering drilling unit(s) which require modification / up-gradation / re-activation to meet the tender specification, should submit the following along with the un-priced bid:

a) Feasibility report duly approved from the classification agency under which the drilling unit is presently classed to the effect that the Drilling unit can be modified/ up graded / re-activated so as to be offered for inspection within the time specified for the tender along with time schedule in the form of a bar chart.

b) The bidder shall also submit certificate from any of these agencies viz. LRDISI / OAS / DNVGL NDA / ABS / OES or OMCI detailing the present status report of the drilling unit along with the present condition of Drilling Unit equipment (make and General etc.) and shall submit feasibility report from any one of these agencies confirming that drilling unit and Drilling Unit equipment can be modified / up-graded / re-activated so as to meet tender specifications within the time allowed for inspection.

c) In case of Drilling Units requiring upgradation or modification etc., bidder has to submit a certificate from any one of the third-party inspection agencies like LRDISI, ABS, Oil Field Audit Services Inc, OES, OMCI or DNVGL that the Drilling Unit shall be capable as per the requirements along with drawings of the new set-up / proposed upgraded or modified set-up.

## **8.0 Identification of Drilling Unit:**

(a) All the bidders are required to clearly identify the Drilling Unit(s) at the time of submission of un-priced bid with documentary proof thereof in the form of Registration Certificate so that the same Drilling Unit is not offered by more than one bidder.

(b) In case the bidder is the owner of the Drilling Unit, the certificate confirming availability of the Drilling Unit against the instant tender, shall be furnished by bidder himself.

(c) In case of Drilling Unit(s) offered on leased basis, the bidders are required to submit along with unpriced bid, the original Memorandum of Understanding concluded with the owner of the Drilling Unit, specifically for this tender.

The above MOU must be valid through the validity of the bid and any extension thereof. The successful bidder shall be required to keep the MOU valid for the period of contract and any extension thereof.

(d) In case of Drilling Unit(s) offered on proposed purchase basis (Other than which are under construction and yet to be delivered), the bidders are required to submit along with un-priced bid Memorandum of Understanding / Sale Agreement for purchase of Drilling Unit concluded with the owner of the Drilling Unit, specifically for this tender.

The above MOU / Sale Agreement should be valid for entire contract duration and after purchase takes place, the successful bidder / Contractor shall furnish a copy of Agreement for sale entered with the owner of the Drilling Unit and proof of ownership in form of Registration Certificate and a certificate confirming availability of Drilling Unit for the Contract period and any extension thereof.

(e) Bidders may identify one additional Drilling Unit against the tender requirement. For each Drilling Unit offered, complete technical details must be provided for evaluation

along with copy of MOU / Agreement for this tender. If bidder offers Drilling Units, more than tendered quantity, the additional Drilling Unit offered shall be considered as **Alternate Drilling Unit. In such cases bidder shall clearly indicate the Main Drilling Unit and the Alternate Drilling Unit offered.** All the offered Drilling Units i.e. main Drilling Unit and alternate Drilling Unit would be techno-commercially evaluated.

Bidders will have to mobilize the Drilling Unit out of these identified Drilling Unit(s), which are found acceptable to Oil India Limited but **the name (main / alternate) of the Drilling Unit to be mobilized by the bidder would have to be furnished by them before price bid opening.**

(f) Offers with Drilling Units identified but with the condition "subject to availability" shall also be considered for techno-commercial evaluation. **The bidders, however, have to confirm the availability of the offered Drilling Unit(s), prior to price bid opening.** The date of price bid opening will be intimated to the bidder subsequently. Offered Drilling Unit (s) whose availability is not confirmed by the bidder will not be considered for further evaluation.

(g) Bidders would not be allowed to substitute the Drilling Unit once offered by them in their bid during the period of bid validity.

However, the bidder can substitute the offered Drilling Unit while extending the bid validity, if sought, during tender processing, provided that the substituted Drilling Unit meets the tender specification compared to the originally offered Drilling Unit.

**Explanation:**

Before Price bid opening: In case the bidder substitutes the originally quoted Drilling Unit(s) during extension of bid validity, then substitute Drilling Unit(s) should have technical specification equal to or higher as compared to originally offered Main or Alternate Drilling Unit as the case may be. (i.e. In case the main Drilling Unit is being substituted then the substitute Drilling Unit should have technical specification equal to or higher as compared to originally offered Main Drilling Unit and in case the Alternate Drilling Unit is being substituted then the substitute Drilling Unit should have technical specification equal to or higher as compared to originally offered alternate Drilling Unit).

After price bid opening: As the bidder is required to confirm availability of Drilling Unit(s) prior to price bid opening, the substitute Drilling Unit(s) should have technical specification equal to or higher as compared to originally offered Drilling Unit(s) whose availability has been confirmed by the bidder prior to price bid opening.

(h) MOUs submitted by the bidder with owner of the Drilling Unit should be signed by the authorized representatives of the bidder and the owner of the Drilling Unit with seal / stamp. The same should be attested by Notary if it is signed in India and if it is signed abroad then it should be duly attested by Indian Embassy where MOU is signed. Notarized copy of Board resolution of the Company and authority in favour of signatories or other appropriate document showing that the signatories of the MOU are authorized to execute the same and confirming that the same shall be binding on them should also be submitted along with unpriced bid.

**9.0 Inspection clause:**

i) Oil India Limited shall get the drilling unit & marine vessels 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 Drilling Unit & Marine Vessels 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 5.0 of SCC under Section – III** for details)

#### **10.0 Crew experience:**

The bidder should confirm to deploy the minimum number and the category of the crew personnel as indicated in the bid document. These personnel shall be included in the 'List of Crew Personnel' in the Contract for the purpose of deployment and also, for reduction of day rates due to short deployment.

**11.0** The bidders should submit a certificate from any of the following Internationally reputed insurance underwriter's surveyors in the unpriced bid, to the effect that, the drilling unit is capable to work in Offshore environment for the water depth specified in the specifications / scope of work and Meteorological and Oceanographic parameters provided in SOW: -

- (i) DNVGL NDA
- (ii) Matthew's Daniel International
- (iii) Braemer Technical Services (Offshore) Pte Ltd
- (iv) London Offshore Consultants
- (v) John Lebouris
- (vi) Aqualis Braemer

Certificate from any other agency will not be accepted.

**Note:** The issuance date of the certificate should not be older than 3 months as on the original bid opening date.

**12.0** The bidder shall submit relevant Class certificate with annual survey endorsement by the classification agency valid as on the date of original bid opening or otherwise confirmation of the Class certificate valid as on the date of original bid opening should be submitted from the concerned classification agency along with the un-priced bid. Classification agency should be a member of the International Association of classification societies (IACS).

The bidders should submit along with their unpriced bid, copy of the following valid certificates: -

- (i) Class Certification: - confirming that the Drilling Unit offered conforms to the specifications as built
- (ii) International Safety Management (ISM) Code
- (iii) Registry
- (iv) MODU code

Bidder shall confirm to maintain all the class certificates valid throughout the contract period.

### **13.0 Statutory Certificates / Clearance / Permits:**

- a) Drilling Unit & Marine Vessels 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 Drilling Unit and Marine Vessels in Indian waters and shall bear all expenses in this regard.
- c) Bidder to confirm that they would obtain Naval Defence Clearance of Drilling Unit and Marine Vessels 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 drilling unit & marine vessels in Indian waters, as required.
- e) Bidder to confirm that they would secure all statutory permits, licences, clearances for the Drilling Unit & Marine Vessels, 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.
- f) Bidder shall provide compliant Drilling Unit and required documentation for obtaining timely “consent for operation” from OISD prior to commencement of Drilling Unit operations as per contract schedule.

### **14.0 Mobilization period:**

- (i) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit, Marine Vessels and associated services along with the crew so as to commence operations at the designated drilling location nominated by Oil India Limited within a period of 150 days (inclusive of inspection of the Drilling Unit and Marine Vessels) from the date of issuance of the Mobilization Notice by Oil India Limited. Bids with offer quoting more than 150 days will be outrightly rejected.
- (ii) The Drilling Unit will be deployed by Oil India Limited anywhere in East Coast of Indian waters. However, the drilling location will be at Andhra Pradesh offshore basin in the East Coast of Indian waters.

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

### **15.0 HSE Management system:**

The Bidder should have a valid HSE Management System (HSEMS) for each quoted Drilling Unit certified as per ISO: 9001, ISO: 14001 & OSHAS: 18001 /ISO: 45001 on the date of the original bid opening date and should submit an undertaking that the certificate(s) shall be kept valid during execution of contract period. The documentary proof in the form of valid certificates should be provided along with the technical bid.

In case certified HSE management system is not available then the bidder must give an undertaking that he shall have the same in place during the period of mobilization so that Drilling Unit and Marine Vessels specific certified HSE management system is in place before the commencement of operations. In case certification is not there at the time of commencement of operations then the contract shall be terminated as per the terms and conditions of the Contract.

**B. FINANCIAL EVALUATION CRITERIA:**

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 210.13 Cr. or USD 25.74 Million (1 USD = INR 81.63).**

2.0 Net worth of the bidder must be Positive for the preceding financial / accounting year.

Note:

i. **Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

ii. **Net worth shall mean:** "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

3.0 **Working Capital:** The bidder should have minimum working capital equal to **INR 63.04 Cr. Or USD 7.7 Million (1 USD = INR 81.63)** as per immediately preceding audited financial year result. In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 crores as per enclosed format.

Working capital shall mean "Current Assets minus Current Liabilities" as per latest year's audited consolidated annual financial statements.

**4.0 Bid Capacity:**

The bidding capacity of the bidder should be equal to or more than the annualized cost estimate of the work put together. The bidding capacity shall be worked out by the following formula:

Bidding capacity =  $(Ax1.5)-B$ , where,

A = Maximum annual turnover in any one of the preceding three financial years

B = Commitments in next twelve months from the date of expiry of the bid validity as Annexure – A.

## ANNEXURE – A: DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

| I / We.....aged.....years son of .....do hereby solemnly affirm and declare as follows for and on behalf of the firm: |                                                                                                                                                                                                                                                                                          |                       |                                |                                                          |                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| LIST OF EXISTING COMMITMENT AND ONGOING WORKS                                                                         |                                                                                                                                                                                                                                                                                          |                       |                                |                                                          |                                                                                                                                            |
| Sl. No.                                                                                                               | Name of Works                                                                                                                                                                                                                                                                            | Client Name & Address | Work Ordered Value (USD / INR) | Work Executed till date of submission of bid (USD / INR) | Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (USD / INR) |
| 1                                                                                                                     | 2                                                                                                                                                                                                                                                                                        | 3                     | 4                              | 5                                                        | 6 = (4-5)                                                                                                                                  |
|                                                                                                                       |                                                                                                                                                                                                                                                                                          |                       |                                |                                                          |                                                                                                                                            |
|                                                                                                                       |                                                                                                                                                                                                                                                                                          |                       |                                |                                                          |                                                                                                                                            |
|                                                                                                                       | Balance commitments in 12 months from the date of expiry of the Bid Validity                                                                                                                                                                                                             |                       |                                |                                                          | USD / INR                                                                                                                                  |
|                                                                                                                       | It is certified that the above particulars furnished are true and correct if any information given is found to be misleading at a later date, OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL). |                       |                                |                                                          |                                                                                                                                            |
| SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)                                              |                                                                                                                                                                                                                                                                                          |                       |                                |                                                          |                                                                                                                                            |
| Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%.                  |                                                                                                                                                                                                                                                                                          |                       |                                |                                                          |                                                                                                                                            |

### 5.0 **Debt-Equity Ratio:**

**The debt equity ratio of the bidder should not be more than 2:1.**

Debt equity ratio mean long term borrowings / Net-worth.

**6.0** If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 1.0, 2.0, 3.0, 4.0 & 5.0 above) by itself, it can submit the bid based on the financial strength of its JV member having more than 26% stake in the JV Company and the following need to be complied/submitted:

- i. Annual Financial Turnover from operation of the member having more than 26% stake in the JV during any of preceding 03 (Three) financial / accounting years from the original bid closing date shall be as per Clause 1.0 above.
- ii. Net worth of the member having more than 26% stake in the JV (supporting company) should be positive for the accounting year preceding the bid closing date as per Clause 2.0 above.
- iii. Working capital of the member shall be as per Clause 3.0 above.
- iv. The bidding capacity of the member should be equal to or more than the annualized cost estimate of the work put together.
- v. Debt equity ratio of the member shall not be more than 2:1.
- vi. Corporate Guarantee (**Annexure-IV**) on the letter head of the member having more than 26% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them.
- vii. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till execution of the contract is accomplished.

viii. A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

**7.0** 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. Annual Turnover from operation of last three accounting years of the parent / ultimate parent / holding company (supporting company) shall be as per Clause 1.0 above.
- ii. Net worth of the parent / ultimate parent / holding company (supporting company) shall be positive for the accounting year preceding the bid closing date as per Clause 2.0 above.
- iii. Working capital of the parent / ultimate parent / holding company (supporting company) shall not be as per Clause 3.0 above.
- iv. The bidding capacity of the parent / ultimate parent / holding company (supporting company) should be equal to or more than the annualized cost estimate of the work put together.
- v. Debt equity ratio of the parent / ultimate parent / holding company (supporting company) shall not be more than 2:1.
- vi. Corporate Guarantee (**Annexure-V**) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them.
- vii. 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.

**8.0** Notes to BEC Clause 1.0, 2.0 and 3.0 above:

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

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

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-H**.

Note:

i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling

rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

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, Working Capital, Bid capacity & Debt Equity Ratio as mentioned above in Para 1.0, 2.0, 3.0, 4.0 & 5.0.

### **C. COMMERCIAL EVALUATION CRITERIA:**

1.0 Bids shall be submitted under **Single-Stage Two-Bid System** i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

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 as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG Project Office) before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally 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 will be rejected.

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

7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

8.0 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.

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

10.0 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 initialed by the person or persons who has / have digitally signed the Bid.

11.0 Any Bid containing false statement will be rejected.

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

13.0 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.

14.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

- (i) Bid Security Clause
- (ii) Performance Guarantee Clause
- (iii) Force Majeure Clause
- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage and penalty clause
- (viii) Safety & Labour Law
- (ix) Termination Clause
- (x) Integrity Pact

15.0 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the original bid security should necessarily be submitted in physical form, in a sealed envelope.

#### **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 **shall have to confirm the name (main / alternate, if offered more than one Drilling unit) and availability of the Drilling unit they plan to mobilize in the event of award of contract as per Clause A. 8.0 (e) & (f), before price bid opening** and such bids will be considered for further evaluation as per the Price Evaluation Criteria given below:

1.0 If the bidder offered more than one Drilling unit (Main & Alternate) and both are found acceptable as per tender requirements, then price bid for the Drilling unit named and confirmed to be available by the bidder before price bid opening, shall be considered

for evaluation. If the bidder confirms availability of both units before price bid opening, then the evaluation shall be done rig-wise.

2.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section-IV** and the summarized Price Bid Formats for main & alternate Drilling units vide enclosed **PROFORMA-B**.

3.0 Bidders would not be allowed to substitute the Drilling Unit once offered by them in their bid during the period of bid validity.

However, the bidder can substitute the offered Drilling Unit while extending the bid validity, if sought, during tender processing, provided that the substituted Drilling Unit meets the tender specification compared to originally offered Drilling Unit. For explanation, refer Clause A. 8.0 (g).

4.0 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.

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

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

7.0 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.

## 8.0 **Priced Bid Evaluation**

Price Evaluation of all the technically qualified bids and confirmed available Drilling unit(s) will be done on the basis of rates quoted by the bidder as per **PROFORMA-B**. However, bidders must comply with the limits indicated against each of the following rates:

The bidder's price shall be worked out as under:

- Mobilization (M) for the Drilling Unit
- De-Mobilization (D) for the Drilling Unit
- Drilling Unit Operating Day Rate (ODR)
- Drilling Unit Non-Operating Day Rate (NODR)
- Drilling Unit Repair Day Rate (RDR)
- Drilling Unit Moving Day Rate (MDR)
- Mobilization (M-AHT-1) for the Anchor Handling Tug - 1
- De-Mobilization (D-AHT-1) for the Anchor Handling Tug - 1
- Anchor Handling Tug - 1 Operating Day Rate (AHT-ODR-A)
- Anchor Handling Tug - 1 Repair Day Rate (AHT-RDR-A)
- Mobilization (M-AHT-2) for the Anchor Handling Tug - 2
- De-Mobilization (D-AHT-2) for the Anchor Handling Tug - 2
- Anchor Handling Tug - 2 Operating Day Rate (AHT-ODR-B)
- Anchor Handling Tug - 2 Repair Day Rate (AHT-RDR-B)
- All Meal Charges on Support Vessels - MC
- Period of contract = complete 4 wells x firm (300 days)

- Total Charges for Food and Accommodation (TFAC) on the Drilling Unit **in excess of 35 nos. Company's** (Own + Hired) personnel shall be based as mentioned below:

Total Break Fast : TBF = BF X 1500 NOS.  
 Total Lunch : TL = L X 1500 NOS.  
 Total Dinner : TD = D X 1500 NOS.  
 Total Accommodation : TA = A X 1500 NOS.  
 TFAC = TBF + TL + TD + TA

- Average Diesel consumption for Drilling Unit per Day in KL (Q)
- Declared Price of Diesel per KL by Company on the date of technical bid opening for evaluation of the offers subsequently

TOTAL ESTIMATED CONTRACT COST FOR THE RIG PACKAGE AND MANPOWER ETC. FOR COMPLETION OF WELLS INCLUDING ALL TAXES & DUTIES INCLUDING GST AND ALL OTHER TAXES AND DUTIES (EXCEPTING BASIC CUSTOMS DUTY ON ELIGIBLE IMPORTED ITEMS),

$$T' = [M + D + ODR \times 250 + NODR \times 33 + RDR \times 10 + MDR \times 7 + (M-AHT-1) + (D-AHT-1) + (AHT-ODR-A) \times 288 + (AHT-RDR-A) \times 12 + (M-AHT-2) + (D-AHT-2) + (AHT-ODR-B) \times 288 + (AHT-RDR-B) \times 12 + (MC) \times 600 + (TFAC)]$$

$$T = [T'] + [\text{Total Cost of diesel for 300 days}]$$

8.1 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 [T] inclusive of all liabilities and GST.

NOTES:

- (1) The items M, D, ODR, NODR, RDR, MDR, M-AHT-1, D-AHT-1, AHT-ODR-A, AHT-RDR-A, M-AHT-2, D-AHT-2, AHT-ODR-B, AHT-RDR-B, MC, BF, L, D, & A are as defined in Schedule of Rates.
- (2) Loading of Cost of Diesel for 300 days for all the bidders will be done based on the average daily consumption in KL declared by the bidder in Price Proforma and the rate of diesel announced by Company on the date of technical bid opening, for final price evaluation of the bidders.
- (3) The same evaluation shall be applicable, if more than one Rig is offered.
- (4) If more than one drilling unit is offered by a bidder with different prices, the Rigs would be techno-commercially evaluated drilling unit-wise.
- (5) Bid evaluation will be carried out based on the sum of the total price quoted including GST. However, payment will be made against the actual job done.
- (6) Mobilization of the hired drilling unit package will be to the first Drill Centre.
- (7) Demobilization of the hired rig package will be from the last Drill Centre.
- (8) Force Majeure Rate and Stack Rate shall not be considered for bid evaluation.

8.2 The rates towards Standby, Repair, Moving, Stacking of Rig Package and Force Majeure for the Drilling Unit & Marine Vessels will be restricted to the limit indicated against each as under:

[1] Quoted Non-Operating Day Rate of the Drilling Unit shall not exceed 90% of the Drilling Unit Operating Day Rate.

[2] Quoted Repair Day Rate of the Drilling Unit shall not exceed 90% of the Drilling Unit Operating Day Rate.

[3] Quoted Moving Day Rate of the Drilling Unit shall not exceed 75% of the Drilling Unit Operating Day Rate.

Note to Point Nos. 1 & 2 above: If the quoted Non-Operating Day Rate / Repair Day Rate of the Drilling Unit is / are found more than 90% of the quoted Drilling Unit Operating Day Rate in the price bid, then evaluation will be done based on the price(s) / rate(s) quoted by the bidder in the price bid. However, in the event of award of contract and payment, Non-Operating Day Rate / Repair Day Rate of the Drilling Unit, whichever is / are quoted more than 90% of the quoted Drilling Unit Operating Day Rate, will be paid @ 90% of the quoted Drilling Unit Operating Day Rate. This shall be binding to the bidders and any deviation to the same shall lead to rejection of bid(s).

Note to Point No. 3 above: If the quoted Moving Day Rate of the Drilling Unit is found more than 75% of the quoted Drilling Unit Operating Day Rate in the price bid, then evaluation will be done based on the rate quoted by the bidder in the price bid. However, in the event of award of contract and payment, Moving Day Rate of the Drilling Unit, if quoted more than 75% of the quoted Drilling Unit Operating Day Rate, will be paid @ 75% of the quoted Drilling Unit Operating Day Rate. This shall be binding to the bidders and any deviation to the same shall lead to rejection of bid(s).

[4] Quoted Repair Day Rate of the Marine Vessels (AHTS & Offshore Supply Vessels) shall not exceed 50% of the respective Marine Vessels Operating Day Rate. If the quoted Repair Day Rate(s) of the Marine Vessel(s) (AHTS & Offshore Supply Vessels) is / are found more than 50% of the corresponding Marine Vessel Operating Day Rate quoted in the price bid, then evaluation will be done based on the price(s) / rate(s) quoted by the bidder in the price bid. However, in the event of award of contract and payment, Repair Day Rate(s) of the Marine Vessel(s), whichever is / are quoted more than 50% of the corresponding Marine Vessel Operating Day Rate, will be paid @ 50% of the corresponding 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).

[5] Stacking Day Rate of the Drilling Unit and Marine Vessels shall be 75% of the respective Operating Day Rate. (This rate will not be considered for price evaluation).

[6] Force Majeure Day Rate of the Drilling Unit and Marine Vessels shall be 60% of the respective Operating Day Rate. (This rate will not be considered for price evaluation).

8.3 The bidders offering Drilling Units to be mobilized from different zones will not be paid mobilization fee (MOB Fee) more than the amount as mentioned below:

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| Drilling units to be mobilized from Indian EEZ                          | - US\$ 1.0 million |
| Drilling units to be mobilized from Middle East                         | - US\$ 3.0 Million |
| Drilling units to be mobilized from Singapore                           | - US\$ 4.0 Million |
| Drilling units to be mobilized from areas other than (i) and (ii) above | - US\$ 6.0 Million |

Note: The mobilization fee limitation is excluding GST.

The bidder(s) must adhere to the above limits. In case the bidders are quoting more than the above-specified limits, the excess differential amount will be kept on hold from the

mobilization invoice and this excess differential amount will be paid at the end of the contract period. The bidder shall submit an undertaking in this regard along with techno-commercial bid as per format enclosed as **Annexure-VI**.

8.4 For Marine Vessels, Bidders may quote different day rates, Mob. Charges, De-mob. Charges for each offered / quoted vessel.

#### **9.0 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.

#### **10.0 Customs Duty:**

In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide amended vide Customs Notification No. 02/2022- Customs dated 01.02.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

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 rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to pay the customs duty in case the rigs 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.

#### **11.0 Purchase Preference Clause:**

##### **11.1 Purchase Preference to MSE Bidders:**

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

11.1.1 Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG- DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

- (i) Udyam Registration Number with Udyam Registration Certificate.

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

11.1.2 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.

### 11.2 **Purchase Preference Policy (Linked with Local Content) (PP-LC):**

Purchase preference policy-linked with Local Content (PP-LC) notified vide Order no P-45021/2/2017-PP(BE-11) dated 16.09.2020 or Notification No FP-20013/2/2017-FP-PNG-Part(4)(E-41432) dated 26.04.2022 subject to revisions / amendments thereof shall be applicable in this tender (Refer **Appendix-A**). Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

### 11.3 **AWARD OF CONTRACT:**

The contract for hiring of the tendered services shall be awarded as below:

**A. L-1 bidder is a MSE bidder:** In case if the L1 bidder is a MSE bidder, the contract shall be awarded to the L1 MSE bidder.

**B. L-1 Bidder is other than MSE and non-Class I PPLC:** In case if the L1 bidder is non MSE and is not a Class-I PPLC bidder, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

**C. L-1 Bidder is other than MSE but is a Class I PP-LC:** In case if the L1 bidder is a Class I PPLC, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then contract shall be awarded to L1 bidder [Class I PPLC].

Note:

a. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy as per **PROFORMA-R**. Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document / certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. If a bidder seeks Bid Security exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

b. Further, the services required by this Tender will not be split per PP-LC policy.

c. Contract shall be awarded subject to matching of price with L-1 bidder as under:

i. In case 'Operating Day Rate' of the bidder is higher than the corresponding price quoted by the L1 bidder:

The 'Total Price' of the bidder shall be calculated by matching the ODR quoted by the bidder to that of L1 price. If the 'Total Price' of the bidder after matching is found to be higher than the price of the L1 bidder, the differences in the 'Total Price' after matching as above, shall be reduced proportionately from remaining quoted line items to match the 'Total Price' of the bidder to the corresponding price of L1 bidder.

In case the 'Total Price' of the bidder after matching the ODR (as stated in Para i. above) is found to be lower than the corresponding L1 price, then ODR shall be reduced in such a way to match 'Total Price' of the bidder with the L1 price.

ii. In case the 'Operating Day Rate' of the bidder is lower than the corresponding L1 price: The difference in the 'Total Price' of the bidder and L1 price shall be reduced proportionately from all the quoted line items except for 'Operating Day Rate for Personnel (ODR)', to match the 'Total Price' of the bidder to the corresponding L1 price.

## 12.0 General Notes:

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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

13.0 **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**.

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

14.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC of the tender:

| <b>Sl.No.</b> | <b>Name of Independent Inspection Agency</b>                     | <b>Contact E-mail ID</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i.            | M/s. RINA India Pvt. Ltd.                                        | a. <a href="mailto:ssd@rina.org">ssd@rina.org</a><br>b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ii.           | M/s. Dr. Amin Controllers Pvt. Ltd.                              | a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a><br>b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| iii.          | M/s. Germanischer Lloyd Industrial Services GmbH (DNV-Oil & Gas) | a. <a href="mailto:mangesh.gaonkar@dnv.com">mangesh.gaonkar@dnv.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| iv.           | M/s. TÜV SÜD South Asia Pvt. Ltd.                                | a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a><br>b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a><br>c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a><br>d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| v.            | M/s. IRCLASS Systems and Solutions Private Limited               | a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a><br>b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a><br>c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a><br>d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a><br>e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| vi.           | M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.           | a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a><br>b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a><br>c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a><br>d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| vii.          | M/s. TUV India Private Limited                                   | a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a><br>b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| viii.         | M/s. TÜV Rheinland (India) Pvt. Ltd.                             | a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a><br>b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a><br>c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a><br>d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ix.           | M/s. Bureau Veritas (India) Private Limited                      | a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a><br>b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a><br>c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a><br>d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a><br>e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a><br>f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a><br>g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a><br>h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a><br>i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a><br>j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a><br>k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a> |

14.2 The Bidders have to get verified and certified the various documents required against BEC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. 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.

14.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. 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 to submit the duly verified copies / verification certificate within 07 (Seven) days of 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 07 (Seven) days of bid opening at its own risk and responsibility.**

14.4 The methodology of inspection / verification of documents is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria (BEC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected / verified by the agency in support of BEC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC and list the documents to be verified. They 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 of documents by OIL's empanelled third-party agency shall not automatically make the bidder eligible for award of contract.

(c) **Verification of documents (but not limited to) are normally categorized as under:**

**i. General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation – Domestic Bidder

**ii. Additional Documents: (If applicable against the tender)**

- 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

**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.

**iv. Financial Criteria**

- Check and verify Audited Balance Sheet / CA certificate
- To check the Line of Credit, if incorporated in the tender.

Notes:

- (i) If any documents LOI/LOA/Contracts etc. are submitted towards BEC experience criteria 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.

**15.0 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 PART-2)**

## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **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):**

**1.2.16** 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.

**1.2.17 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.

**1.2.18 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.

**1.2.19 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

**1.2.20 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.

**1.2.21 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.22 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.23 Working day:**

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

**1.2.24 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.

**1.2.25 Guarantee:**

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

**1.2.26 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.

**1.2.27 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.

**1.2.28 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.

**1.2.29 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.

**1.2.30 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.

**1.2.31 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the Contractor and OIL:

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

**2.0 CONTRACT DOCUMENT:**

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

**2.2 Entire Agreement:** The Contract constitutes the entire agreement between OIL and the Contractor with respect to the subject matter of the Contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this

agreement, unless such communication(s) expressly forms part of the Contract or included by reference.

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

**3.0 WAIVERS AND AMENDMENTS:**

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that Contractor shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the Company, which may be changed from time to time by reasonable modifications in the program as Company sees fit. Company's instruction in this regard shall be final and binding.

**4.0 CONTRACT TIMELINE:**

**4.1 Effective Date of Contract:**

The Contract shall become effective as 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 and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

- 7.1** Pay Contractor in accordance with terms and conditions of the Contract.
- 7.2** Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the Contract or work connected therewith.
- 7.3** Perform all other obligations required of Company by the terms of this Contract.

**8.0 DUTIES AND POWER / AUTHORITY:**

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting / countersigning on reports made by the Contractor's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time

to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector.

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

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

## **8.2 Contractor's representative:**

(a) The Contractor's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due 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 15 (fifteen) 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](http://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:**

- 13.0.1 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.
- 13.0.2 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.
- 13.0.3 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:

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

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

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

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

The Contractor shall be required to submit the following documents/details to the 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. However, the applicable GST on the LD shall have to be borne by the Contractor. Accordingly, the liquidated damages shall be recovered from the Contractor along with applicable GST.

### **31.0 FORCE MAJEURE:**

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

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

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

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or

exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. Company shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the Company shall binding upon the Contractor.

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

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

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

### **32.0 SET-OFF:**

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

### **33.0 WITHHOLDING:**

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by Contractor.
- 33.3** Claims by Company's recognized sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- 33.4** Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the Contractor.
- 33.5** Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Contractor, under any circumstances in the opinion of Company, may be

primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of 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 4<sup>th</sup> & 19<sup>th</sup> of every month to Engineer in

Charge a true statement showing in respect of the 2<sup>nd</sup> half of the preceding month & the 1<sup>st</sup> 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/Contractor furnished fraudulent document/false information in relation to the subject tender/Contract or committed any misconduct, appropriate action shall be taken against the Bidder/Contractor for debarment/banning of the bidder/Contractor from participating in any future tender of the Company in terms of the Company's Banning Policy, 2017 besides making the Contractor liable for other penal action including termination of 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<br>(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<br>Up to Rs. 25 Crore                               | Sole Arbitrator      | OIL                                                                                                                             |
| Above Rs. 25 Crore                                                       | 3 Arbitrators        | One Arbitrator by each party and the 3 <sup>rd</sup> 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.

**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) / Port Trusts inter se 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 DPE OM No. 05/003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.
- 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](http://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](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

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

companies whose property or rights are affected or may be affected in any way by the services.

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

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

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

***(END OF SECTION-I, PART-3)***

### **PART-3**

### **SECTION-II**

#### **TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK**

##### **1.0 INTRODUCTION:**

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

##### **2.0 OIL INDIA LIMITED'S OBJECTIVES**

###### **A. CORPORATE OBJECTIVES**

- Provide a safe workplace for its employees and contractors.
- Conduct its operations in a way that minimizes waste and minimizes impact on the environment.
- Adherence to the highest standards of business ethics and employment practices.

###### **B. WELL OBJECTIVES**

- Drill and complete the development wells as outlined in the summary Drilling Program.
- Evaluate potential hydrocarbon reservoirs as per Evaluation Program.

###### **C. PROGRAMME DESCRIPTION**

The initial drilling programme includes drilling, evaluation, testing and completion of four wells as per the drilling schedule.

Two wells, Loc\_1 (GS-48-1) and Loc\_2 (GS-68-1) are located offshore Kakinada's East Coast. Another two wells, Loc\_3 & Loc\_4 (GS-KW6) located offshore Kakinada's West Coast. All four locations are firm at the time of issuing this scope of work document.

###### **D. PROPOSED DRILLING SCHEDULE**

|                                        |                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Likely commencement date</b>        | Q2 2024                                                                                                                                                                                                                                                                                                                                                      |
| <b>Likely Duration of Programme</b>    | <p>Wells:<br/>Four firm wells. Approximate Average Duration: 75 Days including well completions.</p> <p>Estimated commencement of drilling activities is expected be circa. Q2, 2024.</p> <p>Contract will be approximately for a period of 10 months, with provision for an extension of up to 05 months if required, at the discretion of the Company.</p> |
| <b>Logistical Support/Supply Bases</b> | Company shall operate from a third party operated shore base at Kakinada port, Andhra Pradesh from which all well materials such as                                                                                                                                                                                                                          |

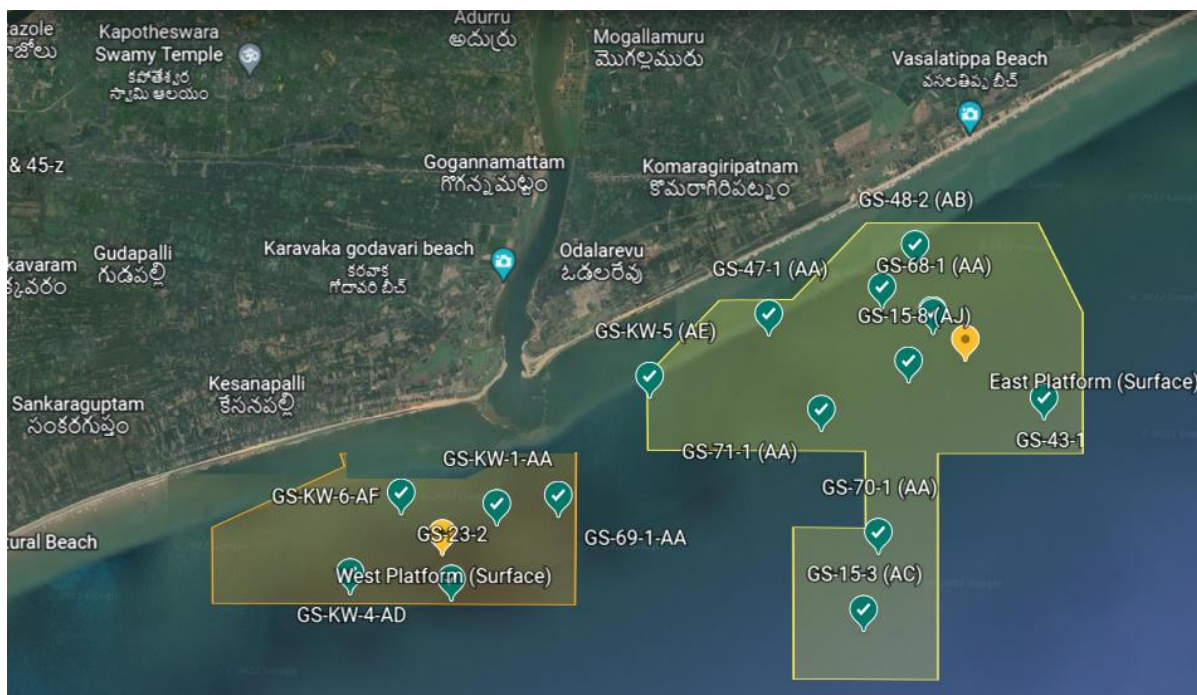
|  |                                                                                                                                                                                                                                                                                                    |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>casing, bits, mud chemicals, liquid mud, cement, potable water and fuel shall be transported by Contractor's hired vessels.</p> <p>Kakinada is well connected by road, train, air, and sea from all parts of India.</p> <p>Helicopter services will be operated from Rajahmundry Heli-base.</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### E. PROGRAM AREA

The work is to be performed in **offshore Block KG/OSDSF/GSKW/2018, offshore Andhra Pradesh, India**, referred to as the Contract Areas in accordance with the drilling program and anywhere in East Coast of Indian waters.

The Company was awarded offshore block KG/OSDSF/GSKW/2018 at the Andhra Pradesh offshore under the DSF bidding round. The Company is the sole participant in this block with 100% participating interest.

Maps of the block are shown below, showing the planned well locations, together with the locations of offset wells.



Map of Block KG/OSDSF/GSKW/2018 at Andhra Pradesh Offshore

#### F. PLATFORM / WELL DETAILS (Tentative)

##### 1. Drill Center East 1 (DCE1)

|               | LATITUDE         | LONGITUDE        | UTM      |           |
|---------------|------------------|------------------|----------|-----------|
| EASTERN BLOCK | 16° 24' 20.53" N | 82° 02' 39.19" E | 612800 E | 1813800 N |

The following directional wells will be drilled from DCE1

|                               | <b>Hole Size (in)</b> | <b>Loc-1_GS-48-1</b> |           | <b>Loc-2_GS-68-1 (SUB)</b> |           |
|-------------------------------|-----------------------|----------------------|-----------|----------------------------|-----------|
|                               |                       | <b>TVD</b>           | <b>MD</b> | <b>TVD</b>                 | <b>MD</b> |
| 30" Conductor                 |                       | 125                  | 125       | 125                        | 125       |
| 13 5/8" Intermediate Casing   | 17.5                  | 750                  | 753.53    | 850                        | 859.12    |
| 9 5/8" Intermediate Casing or | 12.25                 | 1800                 | 1951.19   | 2300                       | 2780.08   |
| 9 7/8" Intermediate Casing    |                       | -                    | -         | -                          | -         |
| 7" Liner                      | 8.5                   | 2301.76              | 2530      | 2635.98                    | 3146      |
| Hole Inclination              |                       | 29 deg               |           | 50 deg                     |           |

The estimated bottom hole static temperature is @ 125 deg C

The estimated reservoir pressure is @ 3500 psi

H<sub>2</sub>S – Nil

CO<sub>2</sub> - @ 4%

Water base drilling fluid is planned for drilling 17.5" hole section and synthetic base drilling fluid is planned for drilling 12.25" & 8.5 Hole section.

Mud weight at well TD is expected @ 14ppg.

## 2. **Drill Center West 2 (DWC2)**

|               | <b>LATITUDE</b> | <b>LONGITUDE</b>  | <b>UTM</b> |           |
|---------------|-----------------|-------------------|------------|-----------|
| WESTERN BLOCK | 16° 21' 36.41 N | 81° 56' 10.728" E | 600000 E   | 1809000 N |

The following directional wells will be drilled from DWC2

|                               | <b>Hole Size (in)</b> | <b>Loc-3_GS-KW-6</b> |           | <b>Loc-4_GS-KW-6 Appraisal</b> |           |
|-------------------------------|-----------------------|----------------------|-----------|--------------------------------|-----------|
|                               |                       | <b>TVD</b>           | <b>MD</b> | <b>TVD</b>                     | <b>MD</b> |
| 30" Conductor                 |                       | 125                  | 125       | 125                            | 125       |
| 20" Surface Casing            | 26                    | 650                  | 650       | 650                            | 650       |
| 13 5/8" Intermediate Casing   | 17.5                  | 1800                 | 2283.67   | 1800                           | 2146.22   |
| 9 5/8" Intermediate Casing or |                       | -                    | -         | -                              | -         |
| 9 7/8" Intermediate Casing    | 12.5                  | 2750                 | 3442.21   | 2750                           | 3224.12   |
| 7" Liner                      | 8.5                   | 3236.49              | 3678.65   | 3280.93                        | 3505      |
| Hole inclination              |                       | 30 deg               |           | 40 deg                         |           |

The estimated bottom hole static temperature is @ 148 deg C

The estimated reservoir pressure is @ 6500 psi

H<sub>2</sub>S – Nil

CO<sub>2</sub> - @ 4%

Water base drilling fluid is planned for drilling 26" hole section and synthetic base drilling fluid is planned for drilling 17.5", 12.25" & 8.5" Hole section.

Mud weight at well TD is expected @ 15 ppg.

**G. DESIGN AND OPERATING CRITERIA:**

The design and operating criteria of the drilling unit & marine vessels offered should be submitted along with the unpriced bid and it should include the allowable variable load of the drilling unit during drilling, during jacking, while afloat and during storm conditions.

H. (i) The Contractor shall be required to carry out Shallow Water Operations in Indian offshore, in water depth from 9 meter to 50 meter.

H. (ii) The Contractor shall provide an Independent Leg / Mat Type Jack up Drilling unit, Marine Vessels and associated services along with equipment conforming to the broad technical specifications as mentioned in the tender document along with Personnel required for drilling exploratory / development wells, well completion / testing including re-entry in water depth in the areas as specified above in Para-H. (i) with drilling depth capability up to minimum 4000 meters.

H. (iii) The offered Independent Leg / Mat Type Jack up Anchor moored Drilling unit(s) as mentioned above, should be suitable for drilling wells and to undertake drilling / completion / testing and abandonment operations in the water depth and environmental criteria as mentioned in the bid document.

H. (iv) The bidders should offer only Serviceable Drilling Units and Marine Vessels.

H. (v) The bidder will be required to undertake offline activities which are within the technical design limits of the Drilling unit, without any additional cost to OIL. The bidder will have to list out the activities which can be carried out off-line by the offered drilling unit.

H. (vi) The well depths are expected to be around +/- 3600m (including the water depth). The depths of the wells may somewhat increase or decrease at the discretion of OIL within the rated capacity of the Drilling Unit.

H. (vii) Marine logistics services will comprise of two AHTS vessels with certified bollard pull of 80 tons each or more, plus two large offshore supply vessels, with deck areas of at least 400 square meters. The vintage of the AHTS and Offshore Supply Vessels offered shall not be more than 15 years old as on the original bid closing date of this tender. The successful Bidder to submit documentary evidence prior to mobilization of the vessels. Bidder to confirm compliance in his technical bid. Contractor to make provision of 3<sup>rd</sup> AHTS if required for rig move and positioning on the well platforms.

H. (viii) The idling period of the offered Marine Vessels should not be more than 3 years i.e. the offered Marine Vessels should have carried out operations on minimum one well during the last 3 years. The successful bidder to submit documentary

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

## **DRILLING RIG**

1. The Contractor shall be required to provide an Independent Leg / Mat Type Jack up Drilling unit along with equipment conforming to the broad technical specifications as specified required for drilling development wells, well completion / testing, abandonment in water depth of 9 m with drilling depth capability up to minimum 4,000 m in the Indian offshore conditions as specified.
2. The detailed requirement of the Jack-up Drilling unit with associated tools, equipment and services is given in the subsequent paragraphs. The wells are to be drilled directionally.
3. The well depths are expected to be around 3600 m MD BRT. The depths of the wells may somewhat increase or decrease at the discretion of the Company within the rated capacity of the rig.
4. Contractor shall be required to provide capable and experienced rig crew personnel as per tender document.
5. In addition to the usual rig equipment and services (Exhibit 1), the Contractor shall be required to provide the following tools, equipment and services:
  - Marine Vessels, it is OIL's requirement that a minimum 2 supply vessels (MPSV/AHTS) with a minimum of 80 MT (or more) Bollard Pull capacity are deployed during the entire duration of the contract with adequate deck cargo, bulk, fluids (Mud, Base oil, Water etc.) capacities to support the drilling, testing & completion operations. **(Exhibit-2)**
  - Any additional vessel must be provided by the Contractor based on the rig bollard pull requirement, for the rig placement on the platform and inter-location moves.
  - Site Survey and Debris Removal
  - Cold Casing Cutting Services
  - Hydraulic Bolt Torquing System
  - Air Diving Services for scouring mitigation
  - Scouring mitigation, other equipment and services
  - Voice and data communications from rig to Company's onshore base. **(Exhibit-3)**
  - Weather forecasting services. **(Exhibit-4)**

Details of each of the additional services listed above can be found in the appropriate exhibits.

6. Contractor shall be required to take up the Work in accordance with the various articles and Schedule of Responsibilities.

### **Technical Deliverables and other details**

**1.0** To drill the above offshore wells in the Andhra Pradesh offshore, the Company is inviting suitable offers from prospective bidders to hire one (1) no Jack-up Drilling Rig unit capable of drilling in the above range of water depths to the specified target depths of the wells.

**2.0** The Contractor shall provide the services of 1 (one) no. of Independent Leg / Mat Type Jack up Drilling Unit along with all necessary equipment and personnel as listed and to carryout drilling operations including but not limited to coring, round tripping, lowering and setting of casings, completion, abandonment, production testing as and when required, and all other associated operations including, but not

limited to, rig move, anchoring/de-anchoring and inter-location movement etc. in accordance with the Work programme to be furnished by the Company before commencement of the operation, such Work programme may be amended from time to time by reasonable modification as deemed fit by the Company.

Apart from this, the Contractor shall also provide spares for the entire rig package, tools and equipment, lubricant and shall carry out drilling with tools and expertise supplied by the Contractor. The Contractor shall keep adequate stock of spares at all time for uninterrupted progress of work and make available all items listed in this document ready for use.

Bit programme, Mud programme, Casing policy based on the well design and drilling programme will be decided by Company.

### **3.0 Contractor's Equipment and Procedures**

1. Contractor is to ensure that the Drilling Rig and all associated equipment furnished by the Contractor under this Contract meet the requirement of Classification society, Indian Statutory / Regulatory requirement at all time during the Contract period.

2. Drilling unit shall comply with applicable Petroleum and Natural Gas (Safety in Offshore Operations) Rules, 2008. The Drilling Unit must obtain fitness certificate of Drilling rig, meeting requirements of Oil Industry Safety Directorate (OISD). Bidder / Contractor to note that **Drilling Unit shall not be accepted unless "consent to operate" from Oil Industry Safety Directorate (OISD) is in place prior to start of operation.**

2.1 Contractor may note that OISD is a technical directorate under the Ministry of Petroleum and Natural Gas (MoPNG), Government of India, that formulates and coordinates the implementation of a series of self-regulatory measures aimed at enhancing the safety in the oil and gas industry in India.

2.2 It is a mandatory requirement to submit all relevant documents required under Schedule IV and other applicable rules for compliance of Petroleum and Natural Gas (Safety in Offshore Operations) Rule 2008 issued by MoPNG, including Guidance Notes for compliance are available on OISD website **[www.oisd.gov.in](http://www.oisd.gov.in)**. Contractor, through Company, is required to obtain a "Consent to Operate" certificate from OISD prior to commencement of operations offshore. Hence, Contractor has to ensure submission of all documents at least 45 days prior to start of operations.

2.3 Contractor is advised to take note of all the requirements of OISD for the Drilling Unit from the OISD official website prior to start of operations and during the Contract period.

2.4 OISD guidance on Well Control Equipment, specifically, is given in **Enclosure-3**.

2.5 Contractor to note that OISD "Consent to Operate" involves the Close-out report of the final Drilling Unit acceptance by Company nominated Third Party Inspector (TPI), Bridging document as part of Schedule IV of Company and Bidder HSE Management system and other elements such as but not limited to:

- Rig moving, rig positioning and pre-loading;

- Drilling recommended practices, including tripping, reaming, tight hole, stuck-pipe, lost circulation, flow checking, kick detection, well shut-in and monitoring procedures;
- Assessment of BOP minimum requirements, including activation systems and ram configurations for each stage of drilling operations;
- Rigging up and rigging down BOP systems, including prior risk-assessment and mitigation;
- Pressure and function testing of BOP and diverter systems, wellheads and casing;
- Well control operations including the use of trip tanks, stripping tanks, diverter systems;
- Assessment of non-routine drilling operations;
- Emergency procedures during adverse weather conditions;
- Emergency procedures for gas, fire, blowout;
- Emergency procedures for man overboard, rig evacuation, flooding of compartments, damage stability, stability control, emergency actions following power and control system failure, including measures for survival, etc.

2.6 Contractor will ensure that the Drilling Unit equipment and accessories comply with the regulatory requirements in the operating Area and the Industry Recommended Practices. Contractor shall follow all statutory guidelines and recommended practices as per OISD and API standards. A complete list of all the required Drilling Unit equipment can be found in **Annexure-B**.

2.7 Company shall, prior to the Commencement Date, conduct a Pre-Spud Meeting. This meeting will be held in Kakinada, Andhra Pradesh, India on a date to be mutually agreed. It is expected to last for one full day and will be attended by senior Company, Contractor and third-party service personnel. Required attendees from Contractor's side will include at a minimum the Rig Manager, Rig Superintendent(s), and Safety Officer(s) and senior rig leadership such as OIM / Captain / Tool Pusher

2.8 The Company shall, prior to spud of each well, provide Contractor with a Drilling programme together with any supporting design that Company considers relevant to the performance and safety of the drilling operations. Contractor shall prepare and submit to the Company a drilling programme review, which shall include the following:

- Pre-spud check list.
- Drilling activity programme showing the anticipated sequence of operations detailed at Contractor's level, including diverter and BOP installation and pressure test proposals, wellhead installation and pressure test proposals and any other relevant procedures.
- Contingency programmes detailing the procedures for handling unplanned events, for example shallow gas, or well kick etc.

|                   |          |                                                                           |
|-------------------|----------|---------------------------------------------------------------------------|
| <b>ANNEXURE-B</b> | <b>:</b> | <b>Rig Technical Specifications and Scope of Work</b>                     |
|                   |          | Instruction                                                               |
|                   |          | Scope of work                                                             |
| Appendix-1        | :        | Rig Technical Specification                                               |
| Appendix- 2 (a)   | :        | BOP Details                                                               |
| Appendix- 2 (b)   | :        | Details of Communication/ Navigation equipment compliance of Jack up Rigs |
| Appendix- 2 (c)   | :        | Drilling Instrumentation System on Rig                                    |
| Appendix- 2 (d)   | :        | Oil & Gas Burner                                                          |
| Appendix- 2 (e)   | :        | Brine Filter Unit                                                         |
| Appendix- 2 (f)   | :        | Tubulars & Handling Tools                                                 |
| Appendix- 2 (g)   | :        | Miscellaneous                                                             |
| Appendix- 2 (h)   | :        | Cementing Unit                                                            |
| Appendix- 3       | :        | Schedule of Responsibilities                                              |
| Appendix- 4       | :        | List of Crew                                                              |
| Appendix- 5       | :        | Short deployment rates for rig crew personnel                             |
| Appendix- 6       | :        | Environmental parameter                                                   |
| Appendix- 7       | :        | Scope of work for Offshore Rig Inspection                                 |
| Appendix- 8       | :        | Cementing Unit Inspection Procedure                                       |
| Appendix- 9       | :        | Physical and Medical fitness Criteria                                     |

## **MARINE LOGISTICS SERVICES**

### **Scope of work**

The Drilling Unit will be Jack up Rig operating in shallow water depths. Company plans to use AHTS(s) for rig move, positioning on platform and supply, to support the drilling operations.

Accordingly, vessels are being tendered for AHTS. Contractor must be careful to use the appropriate specification sheet in this tender when submitting their bids. Sheets are provided for each type of vessel. Two vessels will be required to support the operations.

3rd AHTS if required shall be made available by the Contractor (at their cost) to position the rig on the platform location.

Vessels with advanced hull designs that minimise fuel consumption are preferred. Detailed vessel specifications are provided vide **Annexure-C**.

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 15 years ago.

For each vessel offered, Bidder / Contractor shall complete the "Vessel Specification Sheet" in **Annexure-C**.

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 carryout towing & positioning operation of Drilling Unit in offshore.
- 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.

Contractor to clearly specify and confirm no major scheduled dry docking for inspection or maintenance would fall within the contract 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.

**CURRENT LOCATION, AVAILABILITY AND MOBILISATION TIME**

|                                                   |  |
|---------------------------------------------------|--|
| Current location of vessels                       |  |
| Estimated date of termination of current contract |  |
| Estimated mobilization time                       |  |

|                     |   |                                                          |
|---------------------|---|----------------------------------------------------------|
| <b>ANNEXURE-C</b>   | : | <b>Vessel Technical Specifications and Scope of Work</b> |
| <b>Appendix – 1</b> |   | Detailed Technical Specification of the Vessels offered  |
| <b>Appendix – 2</b> |   | Data Sheets for offered Vessels                          |

## **VOICE AND DATA COMMUNICATIONS**

It shall be the turnkey responsibility of the Contractor to provide Voice and Data Communication between the Drilling Rig and Company base office at Kakinada, Andhra Pradesh. Functional requirement of Voice and Data Communication between the Drilling Rig and base office shall be as follows:

1. Voice and data Communication shall be through VSAT either 'extended C band' or 'KU band'. The Contractor shall arrange necessary equipment including cabling, routers, interfaces and firewalls (wherever required) at base offices and the Drilling Rig ends, WPC/SACFA clearances and all other Government, DOT (Ministry of Communications) formalities without involving Company. However, if required, Company shall provide requisite letters for the authorities. Installation, commissioning and maintenance of the VSAT equipment including antennae at all ends shall be the responsibility of the Contractor. Fast auto tracking antenna at the Drilling Rig end is required to provide un-interrupted communication to take care of roll and pitch of the Rig and inclement weather conditions.
2. A two-way IP based VSAT network service in a secured Closed User Group (CUG) configuration for Company and also a backhaul link from the Contractor's Hub to Company offices, mentioned above, shall be the responsibility of the Contractor.
3. Online Data communication shall cater to the need of drilling, well logging, Mud Logging and LWD data transmission, e-mail, Internet and Intranet applications, for which adequate bandwidth must be planned. A minimum bandwidth of 4mbps with a provision of enhancement in steps of 256 kbps must be available. Provision of additional bandwidth of 512 kbps must be available to cater to the requirement of SCADA data transmission, if applicable, and other special requirements. 2-3 nodes are to be established at Company offices for data communication.
4. Voice Communication at the Drilling Rig shall be for 6–8 users. At the Rig end, a Mini EPABX System, initially configured for 6–8 users but supporting additional 6-8 subscribers shall be provided.
5. Similar arrangements shall be made at the base offices. Interfacing voice circuits of VSAT with the above referred Mini EPABX Systems and providing connectivity to the extensions desired by Company shall be the responsibility of the Contractor.

## **WEATHER FORECASTING**

The Contractor will provide weather forecasting services for the drilling operations and vessel movements between the Drilling Unit and Company Supply Base at Kakinada. Forecasts will commence when the Drilling Unit is ready to commence the ocean tow from its mobilization point to the first drilling location, and cease when the Drilling Unit has completed the tow to the agreed demobilization location. Expected duration of the services is approximately 300 days.

The services to be provided by the Contractor are listed below:

### **1. Tow Routing and/or Site-Specific Forecasts**

The Site-Specific Forecasts for 5 to 7 days shall comprise of minimum:

- Meteorological Situation
- Warnings
- Weather Summary
- Tabular forecast at 6 hourly intervals out to 5-7 days ahead
- Graphical presentations of waves and surface winds
- Sunrise & sunset times
- 24-hour weather consultation by phone
- Web access to the forecast via the Internet

The reporting shall be twice (daily) for a standard 5 to 7 day forecast. In case of critical phases of operation, the service provider must be capable of increasing the frequency of reports to four times daily.

Bidders shall provide sample report formats along with the proposal and also provide the radius of forecast the reporting will include for site specific forecast.

### **2. Arabian Sea Marine and Wind charts**

The details shall include supply of Wind and Significant Wave Height Charts covering the work locations and should include but not be limited to

- Significant Wave height
- Swell height, period and direction
- Tide information

Bidders shall provide sample reports along with the proposal.

### **3. Satellite Charts**

Supply of the latest high resolution Infra-red satellite picture covering the work location.

Bidders shall provide sample reports along with the proposal

### **4. Supply of 10-15 day Look-Ahead Long Range Forecast Charts**

- Supply of Wind Speed and Significant Wave Height in graphical format
- Used for the longer term planning of operations

Bidders shall provide sample reports along with the proposal.

5. **Supply of Tidal Prediction (Tabular and Graphical)**

- Supply of site specific hourly tide tables covering a month at a time
- Colour coded to indicate high and low tide times

Bidders shall provide sample reports along with the proposal.

6. **Reporting**

All forecasts can be delivered to the specified addressees via e-mail and/or by the dedicated website of the service provider so that the detailed weather report may be viewed from anywhere. The Contractor will be intimated about the list of personnel to be reported and the timing of reports on successful award of Contract.

Bidders shall provide sample report formats for email and website based reporting along with the proposal.

Contractor will be provided with regular updates of the Drilling Unit and vessel locations along with the route information.

**HSE QUESTIONNAIRE****TO BE RETURNED WITH TENDER**

|                |  |
|----------------|--|
| Bidder's Name: |  |
| Location:      |  |
| Completed By:  |  |
| Designation:   |  |
| Date:          |  |

**Guidelines for Completion of Questionnaire:**

1. The information must be supplied in the same format and sequence in which they appear in the questionnaire. Bidders may provide relevant sections from the HSE Management system in answer to the questions.
2. Emphasis must be placed on the need for complete answer substantiated by supporting documentation as far as is practicable. Responses and any supporting documentation must relate specifically to the policy and organizational arrangements of the company that would be the signatory of any future contract.
3. The Bidder is encouraged to identify where he exceeds Industry safety requirements.

## Questionnaire for Bidder's Health, Safety, Environment Capability Assessment

|                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Section 1: Leadership and Commitment</b>                                                                                                                                             |
| <b>1.1 Commitment to HSE aspects through leadership</b>                                                                                                                                 |
| 1. How are senior managers personally involved in HSE management for example objective-setting and monitoring?                                                                          |
| 2. Provide evidence for commitment to HSE at all levels of the organisation.                                                                                                            |
| 3. How do you promote a positive culture towards HSE matters?                                                                                                                           |
| <b>Section 2: HSE Policy and Strategic Objectives</b>                                                                                                                                   |
| <b>2.1 HSE policy documents</b>                                                                                                                                                         |
| 1. Does your company have Health, Safety and Environment (HSE) policy document? If the answer is YES please attach copy of policy document.                                             |
| 2. Who has overall and final responsibility for HSE in your organisation?                                                                                                               |
| 3. Who is the most senior person in the organisation responsible for this policy being carried out at the premises and on site where his employees are working? Provide name and title. |

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| 4. Itemise the methods by which you have drawn your policy statements to the attention of all your employees.               |
| 5. What are your arrangements for advising employees of changes in the policy?                                              |
| <b>2.2 HSE contract strategic objectives</b>                                                                                |
| 1. Does your company have strategic HSE objectives? If the answer is YES please attach a copy.                              |
| 2. Itemise the methods by which you have communicated your strategic HSE objectives to the attention of all your employees? |
| <b>Section 3: Organisation, Responsibilities, Resources, Standards and Documentation</b>                                    |
| <b>3.1 Organisation structure for HSE management</b>                                                                        |
| 1. How is your organisation structured to manage and communicate HSE effectively?                                           |
| 2. Do HSE meetings promote HSE awareness?                                                                                   |
| 3. Do client and Bidder meet regularly to discuss and action any interface situations?                                      |

|                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4. What provision does your company make for HSE communication meetings?<br/>Please provide an organisation chart</p>                                                                                                     |
| <p><b>3.2 HSE training of managers, supervisors and HSE critical position holders</b></p>                                                                                                                                    |
| <p>1. Have the managers and supervisors at all levels who will plan, monitor, oversee and carry out the work received formal HSE training in their responsibilities with respect to conducting work to HSE requirements?</p> |
| <p>2. If YES please give details. Where the training is given in-house please describe the content and duration of courses. Please provide an example of training matrix.</p>                                                |
| <p>3. How have you identified areas of your company's operations where specialised training is required, for instance training related to health hazard such as radiation, asbestos and chemicals?</p>                       |
| <p>4. What specialist HSE resources does your organisation have available?</p>                                                                                                                                               |
| <p>5. How does your company provide HSE specialised training for HSE staff?</p>                                                                                                                                              |
| <p><b>3.3 General HSE training</b></p>                                                                                                                                                                                       |
| <p>1. What arrangements do your company have to ensure new employees have knowledge of basic industrial HSE, and to keep this knowledge up to date?</p>                                                                      |

|                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>2. What arrangements does your company have to ensure new employees also have knowledge of your HSE policies and practices, and company requirements?</p>                                       |
| <p>3. What arrangements does your company have to ensure new employees have been instructed and have received information on any specific hazards arising out of the nature of the activities?</p> |
| <p>4. Note: If above trainings (1, 2, and 3) are provided in-house, please give details of content.</p>                                                                                            |
| <p><b>3.4 Competence assurance</b></p>                                                                                                                                                             |
| <p>1. Does your organisation have a competence system in place? If YES, please describe the scope and content of your competence system.</p>                                                       |
| <p>2. What arrangements does your company have to ensure existing staff HSE knowledge is up to date?</p>                                                                                           |
| <p><b>3.5 Bidder management process</b></p>                                                                                                                                                        |
| <p>1. Does your company have a Bidder management process or system? If yes, provide an outline of the process.</p>                                                                                 |

|                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| 2. How do you assess Bidders, HSE competence or HSE performance?                                                                          |
| 3. Where do you define the company standards you require your Bidders to meet?                                                            |
| 4. How do you ensure these standards are met and verified?                                                                                |
| <b>3.6 HSE Standards</b>                                                                                                                  |
| 1. How do you identify new industry or regulatory standards that may be applicable to your activities?                                    |
| 2. Is there an overall structure for producing, updating and disseminating standards?                                                     |
| 3. Are your company standards aligned with OGP/IADC/industry guidelines or recommended practices? If yes state which one.                 |
| <b>Section 4: Risk Management</b>                                                                                                         |
| <b>4.1 Risk assessment and control</b>                                                                                                    |
| 1. How does your company identify hazards, assess risk, control and mitigation consequences, to a level as low as reasonably practicable? |

#### **4.2 Health hazards**

1. Do you have specific policies and programmes on specific health hazards e.g. substance abuse, blood borne pathogens, malaria, pandemic diseases etc.

2. What type of health hazards (chemical, vibration, noise, radiation, etc) are associated with the scope of your services? Explain how occupational health hazards are identified, assessed and controlled.

3. What systems are in place to control these hazards and monitor the effectiveness of these controls? Is worker's regular exposure monitoring part of these systems?

#### **4.3 Safety hazards**

1. What type of safety hazards (mechanical guarding, work at height, lifting and hoisting, confined space entry, explosive atmospheres etc.) are associated with the scope of your services?

2. What systems are in place to control these hazards and monitor the effectiveness of these controls?

#### **4.4 Logistics hazards**

1. What type of logistics hazards (land transport, air transport, marine transport, materials handling etc.) are associated with the scope of your services?

2. What systems are in place to control these hazards and monitor the effectiveness of these controls?

#### **4.5 Environmental hazards**

1. What type of environmental hazards (chemical spill, atmospheric emissions, waste disposal etc.) are associated with the scope of your services?

2. What systems are in place to control these hazards and monitor the effectiveness of these controls?

## **Section 5: Planning and Procedures**

### **5.1 HSE operations manuals**

1. Do you have a company HSE-MS manual (or Operations Manual with integrated HSE requirements) which describes in detail your company approved HSE working practices relating to your work activities?

If the answer is YES please attach a copy of an index and relevant supporting documentation.

### **5.2 Infrastructure and equipment integrity**

1. How do you ensure that infrastructure, plant and equipment used within your operations (own premises, client site, or at other locations) are correctly registered, controlled and maintained in a safe working condition?

### **5.3 Management of Change**

1. How do you manage changes and assess associated risks e.g. personnel, equipment, processes, documentation?

### **5.4 Emergency Planning and Response**

1. What arrangements does your company have for emergency planning and response?

2. Which emergency situations are included?

## **Section 6: Implementation and Performance Monitoring**

### **6.1 HSE-Management System (MS) implementation and active performance monitoring of work activities**

1. What arrangements does your organisation have for monitoring the implementation of your HSE-MS?

2. How does your company assure the implementation of work procedures within your work-site operations e.g. compliance with procedures, toolbox talks, safety meetings, supervision, job observations?

3. How do you monitor employee HSE performance e.g. hazard identification systems, HSE participation?

4. What active HSE monitoring is performed (i.e. where no incident has occurred)?

5. How do you report and correct deficiencies identified?

6. How do you communicate the results of active performance monitoring to relevant personnel?

## **6.2 Safety performance indicators**

1. Please provide the following statistics for each year for the last five years:

- Number of fatalities
- Number Lost Time Injuries
- Number of Lost Workday Cases
- Number of Restricted Work Day Cases
- Number of Medical Treatment Cases
- Number of first aid cases
- Number of near miss incidents
- Fatal Accident Rate (per 100 million hours worked)
- Lost Time Injury Frequency (per million hours worked)
- Total Recordable Incident Rate (per million hours worked)

As per IADC Incidents Statistics programme guidelines.

If your Company follows some other Industry standard, please specify.

## **6.3 HSE performance monitoring**

1. How is health performance monitored and recorded?

2. How is environmental performance monitored and recorded?

3. How is security performance monitored and recorded?

4. How and what near miss incidents are reported?

5. How often is HSE performance reviewed? By whom?

6. How is logistics performance monitored and reported?

**6.4: HSE incident investigation and follow up**

1. What types of HSE incident are investigated?

2. What process is used to investigate HSE incidents?

3. Who conducts HSE incident investigations?

4. How are the findings of an incident investigation followed up to ensure effective prevention of recurrence?

5. How is incident learning communicated to all relevant personnel?

**6.5: Statutory notifiable incidents or Non-compliance notices**

1. Has your company suffered any statutory notifiable incidents in the last five years (safety, occupational health and environmental)?

Answers with details including dates, country and location, summary of incident and follow-up preventative measures taken.

**Section 7: HSE Auditing and Management Review of HSE-MS**

**7.1 Audits**

1. Do you have a written procedure for HSE auditing?

If yes, please attach a copy.

2. Who is involved in conducting HSE audits? How are audit team members selected to have specific expertise and be independent from the activities being audited?

What are the qualifications required for auditors?

3. How does your company schedule HSE audit and what scope of auditing is covered? e.g. internal, regulatory compliance, supplier/Bidder, HSE management system implementation.

4. How does management follow up on audit findings and ensure effective close out of action items?

## **7.2 Management review and follow up**

1. Do you have a written procedure for management review of the HSE-MS?

If yes, please attach a copy

2. How often are HSE-MS reviews conducted and who is involved in the process?

3. How are identified actions and improvement efforts recorded and tracked to effective completion?

## **Section 8: HSE Management - Additional Features**

### **8.1 Certification of your HSE-MS**

1. Please provide information on any certification which you have received from certification bodies

### **8.2 Memberships of Associations**

1. Describe the nature and extent of your company's participation in relevant industry, trade, and governmental organisations

### 8.3 Additional features of your HSE-MS

1. Does your organisation (globally, regionally or locally) have any HSE features or arrangements not described elsewhere in your response to the questionnaire?

### Section 9: Carbon Footprint Questionnaire

#### Carbon Footprint Assessment

India had announced that it will reach carbon neutrality by 2070 as part of a five-point action plan that included reducing emissions to 50% by 2030.

OIL is taken this initiative to assist India's to reach its goal towards carbon neutrality by 2070.

We are aware that Oil & gas activities create about 8 - 10 % of current total E&P-related emissions. These emissions primarily consist of CO<sub>2</sub> generated by equipment on drilling rigs, platforms and well construction and production related equipment and infrastructure. Other sources are CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, NF<sub>3</sub>, SF<sub>6</sub> and other appropriate GHG groups (HFCs, PFCs, etc.) in tonnes of CO<sub>2</sub>e.

A key opportunity to reduce CO<sub>2</sub> emissions is to

- Improve operational efficiency
- Reduce energy consumption
- Optimise fuel usage.

OIL aims to achieve this on a project basis by :-

- Reduced rig time
- Reduced transportation requirements
- Improved fuel efficiency i.e fuel switching or substitution
- Technology or process improvements

waste minimization;

**OIL has developed the following questionnaire to establish the based line of from the Drilling Contractors that will be involved in this operations.**

1. Are GHG emission monitored?

|                                                                                                    |
|----------------------------------------------------------------------------------------------------|
| 2. Do you have inhouse GHG accounting & reporting system?                                          |
| 3. Have you identified GHG that your company produces?                                             |
| 4. Have you identified sources of GHG? If yes, please list below.                                  |
| 5. Briefly describe your company initiative to measures and to reduce you GHG / carbon foot print. |
| 6. What methodology has your corporate adopted to measure carbon footprint<br>GRI, API, SASB etc   |
| 7. How do you fair in terms of measures as compared to industry?                                   |
| 8. How are the drilling wastes disposed of - what technologies are used?                           |

**OISD GUIDELINES**

Verification of Fitness – for - Purpose (OISD Rule 30) of the drilling unit/ Safety Critical Equipment Certification status  
 Verification of Fitness of Offshore Drilling Rigs – Rule 30 (Oil Industry Safety Directorate – OISD). Bidder to provide the Certificate of Conformance for all the major systems as enumerated below:

| No. | Equipment                                                          | Verification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Reference Standard                                                                                                                                                                                | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1.  | Drilling structure, drill floor, sub structure, lifting equipment. | <p><b>A. Derrick / structures</b></p> <p>(i) Structures have been designed and fabricated by manufacturers as per API Spec 4F or equivalent. This verification must include structural safety level (refer sections 6 and B.6 of API Spec 4F).</p> <p>(ii) Different categories' inspection(s) of derrick, structures and drill floor have been carried out as per section 6 of API RP 4G or equivalent and OEM's recommendations, besides NDE as considered necessary.</p> <p>(iii) Repair and modification of structures (if carried out, based on inspection) have been carried out as per section 7 and 8 respectively of API RP 4G or equivalent and OEM's recommendations. Quality control of repair and modification has been ensured in line with</p> | <p>API Spec 4F (3<sup>rd</sup> Edition 2008)</p> <p>API RP 4G (3<sup>rd</sup> Edition, 2004)</p> <p>API RP 4G (3<sup>rd</sup> Edition, 2004)</p> <p>API Spec 4F (3<sup>rd</sup> Edition 2008)</p> |                                                                         |

| No. | Equipment | Verification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Reference Standard                                                                                             | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|     |           | <p>requirements of section 11 of API SPEC 4F or equivalent.</p> <p><b>B. Drilling equipment</b></p> <p>(i) Installation, inspection and maintenance of IC engines have been carried out as per API Spec 7C-11F or equivalent and OEM's recommendations. For minimizing potential fires and / or explosions in the operations of IC engines requirements given in Appendix A of API Spec 7C-11F or equivalent, are being followed. Functional testing of safety devices and emergency stop function has been carried out.</p> <p>(ii) Design, inspection and operating limits of drill stem components is as per API RP 7G plus TH Hill DS-1 or equivalent.</p> <p>(iii) Design of drilling equipment (rotary equipment, slush pumps, power tongs and draw works) is as per API Spec 7K or equivalent.</p> <p>(iv) Inspection, maintenance and repair of rotary equipment, slush pumps, power tongs and draw works has been carried out as per API RP 7L or equivalent and OEM's recommendations.</p> | <p>API Spec 7C-11F (5<sup>th</sup> Edition 1994)</p> <p>API RP 7G DS-1</p> <p>API Spec 7K</p> <p>API RP 7L</p> |                                                                         |

| No. | Equipment | Verification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Reference Standard                                                                                          | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|     |           | <p>Inspection has included NDE and/or opening of equipment as considered necessary. Functional testing of safety devices and emergency stop function has been carried out.</p> <p>(v) Design of drilling hoisting equipment is as per API Spec 8A and API Spec 8C or equivalent.</p> <p>(vi) Inspection, maintenance and repair of hoisting equipment are as per API RP 8B or equivalent and OEM's recommendations. Inspection of hoisting equipment has focused on structural integrity and personnel protection. Category III and IV inspection has included NDE / MPI and/or opening of equipment as considered necessary. Functional testing of safety devices and emergency stop function has been carried out.</p> <p>(vii) Minimum requirements and terms of acceptance of steel wire ropes as per API Spec 9A / ISO 10425 or equivalent are being followed.</p> <p>(viii) Field care (inspection) and use of wire rope and evaluation of</p> | <p>API Spec 8A and<br/>API Spec 8C</p> <p>API RP 8B</p> <p>API Spec 9A /<br/>ISO 10425</p> <p>API RP 9B</p> |                                                                         |

| No. | Equipment                                                                                                                | Verification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Reference Standard                                                                                                            | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|     |                                                                                                                          | <p>rotary drilling line has been carried out as per API RP 9B or equivalent.</p> <p>(ix) Inspection of piping and piping systems has been carried out as per API RP 570 and API RP 574.</p> <p>(x) Pressure vessels have been inspected externally and internally; thickness measurement / crack detection tests have been carried out as deemed necessary. Pressure testing at a pressure equal to maximum allowable working pressure has been carried out. Safety valves / instrumentation have been tested.</p> | API RP 570 and API RP 574                                                                                                     |                                                                         |
| 2.  | Well Control Systems: blow out preventers, diverters, choke and kill system, control systems for well control equipment. | A. Design of drill through equipment / blowout prevention equipment – ram and annular blowout preventers, hydraulic connectors, drilling spools, adaptors etc. is as per API Spec 16A / ISO 13533 or equivalent. Records of maintenance (including major inspection as per section 17.10.3 of API RP 53 and OEM's recommendations) have been reviewed. Installation and testing (complete performance testing including functional and                                                                             | API Spec 16A (3 <sup>rd</sup> Edition 2004) / ISO 13533 (2001)<br><br>API RP 53 (3 <sup>rd</sup> Edition 1997) or OISD-RP-174 |                                                                         |

| No. | Equipment            | Verification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Reference Standard                                                                                                                                                                 | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|     |                      | <p>pressure tests) of blow out control equipment is being carried out in line with API RP 53 or OISD-RP-174 or equivalent.</p> <p>B. Design and maintenance of diverter systems is as per API RP 64 or equivalent. Inspection and testing of diverter systems has been carried out as per API RP 64 or OISD-RP-174 or equivalent.</p> <p>C. Design of choke and kill systems is as per API Spec 16C or equivalent. Pressure testing of choke and kill systems is being carried out in line with API RP 53 or OISD-RP-174 or equivalent. Flexible choke and kill lines and choke manifold are inspected as per section 17.10.3 of API RP-53(3rd Edition 1997) and OEM's recommendations.</p> <p>D. Design of control systems for well control equipment and diverter equipment is as per API Spec 16D and API RP 53 or equivalent and performance requirements/ testing, inspection and maintenance is as per API RP 53 or OISD-RP-174 or equivalent and OEM's recommendations.</p> | <p>API RP 64 or OISD-RP-174</p> <p>API Spec 16C</p> <p>API RP 53(3<sup>rd</sup> Edition 1997) or OISD-RP-174</p> <p>API Spec 16D and API RP 53</p> <p>API RP 53 or OISD-RP-174</p> |                                                                         |
| 3.  | Man riding equipment | Selection of man riding equipment is done ensuring that equipment is suitable for man                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                    |                                                                         |

| No. | Equipment                                                                                                                       | Verification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Reference Standard                                   | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------|
|     |                                                                                                                                 | riding operations, and the equipment are inspected and maintained regularly.                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                      |                                                                         |
| 4.  | Drilling fluid handling and cementing system                                                                                    | Physical condition of the equipment is satisfactory and instrumentation, safety alarms and pressure safety valves are being tested regularly.                                                                                                                                                                                                                                                                                                                                                              |                                                      |                                                                         |
| 5.  | Electrical Systems                                                                                                              | <p>A. Design and maintenance of electrical systems is as per IMO MODU code meeting requirements of industry standards API RP 500 or API RP 505.</p> <p>B. Inspection and functional testing of emergency power system is being carried out.</p>                                                                                                                                                                                                                                                            | <p>MODU code</p> <p>API RP 500</p> <p>API RP 505</p> |                                                                         |
| 6.  | Safety systems (exclude items which are covered by MODU safety certificate, provided the rig has valid MODU safety certificate) | <p>A. Inspection and testing of the following safety systems is being carried out periodically:</p> <ul style="list-style-type: none"> <li>• Fire detection system</li> <li>• Gas detection system – HC and H<sub>2</sub>S</li> <li>• Drilling operations related alarm system</li> <li>• Lifesaving appliances</li> <li>• SCBA</li> <li>• Gas measuring devices</li> <li>• Firefighting system</li> <li>• Communication systems</li> </ul> <p>B. Safety systems are as per MODU code requirements, as</p> |                                                      |                                                                         |

| No. | Equipment                                                      | Verification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Reference Standard                  | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------|
|     |                                                                | applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                                                                         |
| 7.  | Cranes (If classed certificate notation does not cover cranes) | <p>A. Design and testing of pedestal mounted offshore cranes are as per API Spec 2C or equivalent.</p> <p>B. Operations and maintenance of offshore cranes are as per API RP 2D or equivalent. Inspection has focused on structural integrity and includes:</p> <ul style="list-style-type: none"> <li>• Blocks and sheaves</li> <li>• Wire ropes and end attachments</li> <li>• Hooks</li> <li>• Bearings</li> <li>• Shackles</li> <li>• Securing arrangements</li> <li>• Support structure</li> <li>• Axle pin and housing</li> </ul> <p>C. Inspection and function testing has included:</p> <ul style="list-style-type: none"> <li>• Correct adjustment of brakes</li> <li>• Resistance measurement of electrical systems</li> <li>• Leakages in hydraulic systems</li> </ul> <p>D. Load charts have been verified by carrying out load tests</p> | <p>API Spec 2C</p> <p>API RP 2D</p> |                                                                         |

| No. | Equipment                                                          | Verification requirements                                                                                                                                                                                                                                | Reference Standard | Present Status of the Safety Critical Equipment and Systems of the MODU |
|-----|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------|
|     |                                                                    | as per applicable requirements. Functional testing of safety devices and emergency stop function are being carried out.                                                                                                                                  |                    |                                                                         |
| 8.  | Helideck (If classed certificate notation does not cover helideck) | Inspection has included: <ul style="list-style-type: none"> <li>• Structural integrity of deck and supporting structure</li> <li>• Surface of deck</li> <li>• Obstacles and marking</li> <li>• Safety net</li> <li>• Fire safety arrangements</li> </ul> |                    |                                                                         |

**Notice to Companies from OISD (available on OISD website [www.oisd.gov.in](http://www.oisd.gov.in)) :**

**OISD/OFF/NTO/1-11 7th January, 2011**

**Recertification of well control equipment:** Rule 158(2) of the Petroleum and Natural Gas (Safety in Offshore Operations) Rules, 2008 requires that “The blow out preventer with associated valves and other pressure control equipment on the facility shall be subjected to a complete overhaul and shall be recertified at regular intervals based on original equipment manufacturer’s recommendations and international standards and recommended practises”.

In the guidance document issued by OISD it has been further clarified that “Complete overhaul and recertification as mentioned in this sub rule may be carried out periodically and in a manner which ensures that single components and the whole unit will be overhauled in a rolling five-year period”.

On perusal of the certificates being submitted by Companies, in compliance to the above Rule, the following two categories of certificates have been observed:

- i. A certificate issued by manufacturer or their authorized facility, where compliance to both industry standards and OEM’s repair and/or remanufacture, specifications is certified.
- ii. A certificate issued by a facility not having OEM authorization, where only compliance to industry standards is certified.

Please note that category ii certificate as above is not acceptable. Well control equipment is Safety Critical Equipment. In the case that it is remanufactured or repaired by a facility not having authorization from the original equipment manufacturer, there may be an effect on the reliability of the equipment.

Companies shall ensure that BOP and other well control equipment on offshore rigs are certified and/or recertified by the OEM or an OEM authorized facility.

**BIDDER IS TO FURNISH THE ACTIVITY TIMELINE SCHEDULE TO MOBILISE AND COMMENCE WORK TO MEET COMPANY'S SCHEDULE AS PER THE MOBILISATION REQUIREMENT.**

***(END OF SECTION-II, PART-3)***

## **PART-3**

### **SECTION-III**

#### **SPECIAL CONDITIONS OF CONTRACT**

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

#### **1.0 DEFINITIONS**

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

- a. **"Drilling Unit"** means Independent Leg / Mat Type Jack-Up Drilling Unit complete with pumps, power packs, drilling equipment and other accessories and equipment as listed in the bid document required for Drilling operations.
- b. **"Marine Vessels"** means AHTS / MPSVs / PSV's complete with other accessories and equipment as listed in the bid document required for Drilling / Rig Move operations.
- c. **"Associated services"** means equipment and services, asked for, along with Drilling unit in this bid document. These include but not limited to supporting Marine Vessels, Site Survey and Debris Removal, Cold Casing Cutting Services, Hydraulic Bolt Torquing System, Air Diving Services for scouring mitigation, Scouring mitigation, other equipment and services; accommodation / catering / medical services, communication, safety and firefighting services, well control services, weather forecasting as required under drilling operations.
- d. **"Services"** means the services to be provided by the Contractor by deploying the Drilling Unit and Associated Services for carrying out drilling operations in accordance with the approved well plan including but not limited to (i) all tools, equipment, consumables from Contractor required for Company's operation and (ii) all tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment, as stipulated in the Terms of Reference/Technical Specification at Section-II of Part-3 in this bid document.
- e. **"Company"** means hereafter as **"Oil India Limited"**.
- f. **"Operating Area"** means those areas in Krishna Godavari Basin offshore in the East Coast offshore Indian waters in which the Company or its affiliated Company may from time to time be entitled to conduct drilling operations.
- g. **"Location"** means the surface coordinates as specified in the bid document and other places, on / under / in or through which the services are to be executed by the Contractor provided by the company for working space or any other purpose as designated hereinafter as forming part of the location.
- h. **"Shore Base"** means the logistics support base where the Contractor's, Company's and Company third party personnel and equipment will be shipped, stored, maintained and delivered to support the offshore Drilling Unit as per the Contract. Shore base services will be from Kakinada, Andhra Pradesh.

- i. **"Operation Base"** means the place or places, onshore, designated as such by Company from time to time.
- j. **"Company's items"** – if any means the equipment, materials and services – if any, which are to be provided by company at the expense of company and as listed in the bid document.
- k. **"Contractor's items"** means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.
- l. **"Contractor's personnel"** means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.
- m. **"Contractor's representatives"** mean such persons duly appointed by the contractor thereof at location / Base to act on Contractor's behalf and duly notified in writing to the Company.
- n. **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hrs. and ending at 24:00 hrs.
- o. **"Approval"** as it relates to Company, means written approval.
- p. **"Commencement Date"** means the date on which the contractor commences the Drilling operation at the first well under this bid.
- q. **"Spudding in of the well"** means the initiation of drilling of the well at the location after jacking-up the drilling unit and after the Drilling Unit preparation is complete in all respects and tagging the conductor pipe at seabed subsequent to clearance from safety, audit and the Company Representative.
- r. **"Drilling Operation"**: Means all operations as generally understood for drilling Oil / Gas wells, more particularly all the operations required to be carried out pursuant to this bid.
- s. **"Inter-location movement"** means the period once the well operations on the last well (on the platform) are completed and preparation for rig move are commenced, prior to the Drilling Unit being jacked down for tow operations from its current location and shall be deemed to be complete when the Drilling Unit is safely jacked up at the next location/platform and rig skidded over the well to commence well operations.
- t. **"Facility"** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.
- u. **"Certificate of Completion"** means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

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

The mobilization of the Drilling Unit and the Associated Services (except Marine Vessels) shall commence on the date of issue of the mobilization notice and will continue until the complete Drilling Unit and Associated Services (except Marine Vessels) along with all equipment, tools, accessories, materials and manpower has obtained Naval clearance and is ready to spud at the drilling location duly certified by the Company Representative and ready to commence operations.

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

Company will deploy TPI agency to inspect the rig package and Marine vessels before mobilization as spelt out in this bid document. Thus, complete rig package and Marine vessels should be offered for inspection by Company's nominated TPI agency prior to mobilization with at least 50 days' notice. Contractor should indicate their acceptance to this effect in the techno-commercial bid.

The Contractor will advise readiness for commencement of mobilization / shipment to Company, at least 7 days prior to actual mobilization / shipment commences.

**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 MOBILISATION TIME:** The mobilization of the Drilling Unit and Associated Services along with all equipment, personnel etc. should be completed by Contractor within 150 days from the date of issue of the mobilization notice which includes TPI inspection days subsequent to the issue of the Letter of Award by the Company. In case of delay on account of the Company for readiness of site, consumables and other services etc, mobilization period for the above delayed period will be extended without imposing Liquidated Damage.

In case, the Contractor intends to mobilize the Drilling Unit and Associated Services earlier than the maximum specified days, the Contractor shall inform the Company in writing, the date on which the rig will be mobilized to the specified location for Company's concurrence. Company reserves the right to accept or decline early mobilization without assigning any reason thereof, at its discretion.

### **Note:**

- a) All documents pertaining to the Drilling Unit and Marine Vessel(s) in connection with the import of the Rig, Block transfer - if applicable, other statutory clearances / documents etc. as applicable under law must be submitted / applied prior to mobilization. Mobilization completion 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 for the Drilling Unit and Marine Vessels and MODU Code for the Drilling Unit are submitted and are found to be in order and to the satisfaction of the Company.

- b) The succeeding day of issue of Mobilization notice shall be counted as Day one (01) for the purposes of Mobilization period.
- c) A kick-off meeting will be held within 15 days from the date of issue of the mobilization notice which the Contractor should attend and submit the schedules along with various dates. After the kick-off meeting Contractor shall submit fortnightly report or any other report as desired by The Company showing progress in each activity of mobilization.
- d) **LOADING OF OPERATOR'S EQUIPMENT**  
Company shall mobilize all of Company / Company's third-party equipment to the drilling location nominated by the Company for loading on board the Drilling Unit.

**Note:** Port of call / Shore base will be Kakinada.

**2.3 DATE OF COMMENCEMENT OF OPERATION:** The commencement of operations for the purposes of any compensation to the Contractor under this service, shall commence when the Drilling Unit and Marine vessels, ready in all respects, including obtaining all statutory clearances e.g. Naval clearance, Customs clearance etc. and positioned at the drilling location ready to commence operations duly certified by the Company Representative herein referred to as "Commencement Date".

However, any time lost due to location not being ready or delay on account of the Company provided equipment / material / consumables / services shall be paid at **Non-Operating Day Rate** as defined in this bid document under 'Schedule of Rates'.

**2.4 DURATION OF CONTRACT:** The term of the Contract shall be for 04 (four) firm wells (approximately for a period of 10 months from the date of commencement of operation with an option for extension of the Contract duration by another 05 months, for an optional well or otherwise, at the sole discretion of the Company at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the Contract). The terms and conditions shall continue until the completion / abandonment of the last well being drilled at the time of the expiry of the Contract.

a) Period of break down and Repair time of the Drilling Unit unpaid by Company may be added at the option of the Company to the duration of the primary term of the contract. The project being of short duration the Contractor shall schedule rig / vessels dry dock and hull inspection activities, prior to mobilization.

**Note:** The successful Bidder is required to sign a formal detailed Contract with Company within a maximum period of **45 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** Company at its discretion may allow drilling without complete mobilization, however necessary deduction for short-supplied items will be made as per cost evaluated by Company.

(i) Deduction will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor.

(iii) Notwithstanding this provision for partial mobilization Contractor must quote in accordance with relevant clauses for full mobilization.

#### **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 for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of the estimated Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Clause No. 2.0 above.

Company shall have at any time but before Commencement Date, the right to terminate the Contract in the event Contractor fails to deploy the Drilling Unit at the drilling location within aforesaid period, without prejudice to any other clauses including LD Clause. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and the said amount will be payable on demand, without there being any proof of the actual loss or damages caused by such delay / breach.

**4.2** In case the Contractor fails to mobilize and deploy the Drilling Unit along with crew and / or fails to commence operations within the allocated mobilization time, Company shall have, without prejudice to any other provision in the contract including sub clause below, the right to invoke the performance security / bid security, forfeit the amount of performance security / bid security and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years (CONSEQUENCES OF TERMINATION).

**4.3** If the Contractor is unable to mobilize / deploy the Drilling Unit and commence the operation 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.

#### **5.0 INSPECTION**

i. Company shall get the drilling unit & marine vessels 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 Drilling Unit & Marine Vessels 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.

ii. OIL will accept the Drilling Unit & Marine Vessels, only after OIL nominated third-party inspection agency confirms that the Drilling Unit & Marine Vessels are as per tender specification and that the Drilling Unit & Marine Vessels has undergone regular repair/maintenance overhauling as per required industry practice.

- iii. Contractor to complete all inspection before the Drilling Unit and the Marine Vessels are allowed to be positioned at the specified location.
- iv. Contractor to complete all inspection and be ready with complete readiness of the Drilling Unit & Marine Vessels 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.
- v. OIL reserves the right to stage inspect the Drilling Unit, during its up gradation / re-activation.
- vi. Notice for inspection as per Clause 5.0 above is required to be given by the Contractor, at least 15 days in advance when the Drilling Unit & Marine Vessels is ready in all respect. Contractor should also ensure the commencement of inspection at least 50 days prior to stipulated mobilization period.
- vii. Maximum time allowed on board, for inspection of the drilling unit is 30 man-days and 4 man-days per marine vessel. The Contractor has to offer the Drilling Unit and Marine Vessels for inspection on complete readiness of the Drilling Unit and Marine Vessels respectively. In case inspection takes more than 30 man-days for the drilling unit and 4 man-days per marine vessel, the cost of inspection beyond 30 man-days and 4 man-days per vessel respectively would be to the account of the Contractor.
- viii. In case inspection is required to be carried out in two stages and the cumulative inspection for two stages is more than 30 man-days for Drilling Unit and 4 man-days per vessel then the inspection charges only up-to 30 man-days for Drilling Unit and 4 man-days per vessel respectively will be borne by OIL. However, all inspection charges beyond the cumulative inspection days (30 man-days days for drilling unit plus 4 Days per vessel) 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.
- ix. The charges for inspection for the cumulative period beyond 30 man-days for the Drilling Unit and 4 man-days per vessel shall be paid directly by the Operator to the TPI Agency and will be recovered from the Contractor from their invoices upon commencement of the Contract.
- x. During all stages, the entire to and fro expenses towards travel (including Board & Lodging) of the surveyors from point of origin or the nearest airport from the location of the Drilling Unit and Marine Vessels as the case may be, to the Drilling Unit & Marine Vessels on board, and Board & Lodging of the Surveyors during the inspection of the Drilling Unit & Marine Vessels, shall be the responsibility of the Drilling Unit Contractor.
- xi. During the drydock / repairs at the Shipyard, if stay on board the Drilling Unit is not possible, the Drilling Unit Contractor will arrange accommodation & boarding for the Surveyors.
- xii. OIL will accept the Drilling Unit and Associated Services only after the Company nominated third party inspection agency confirms that the Drilling Unit and Associated Services is complete as per the Scope of Work.
- xiii. Contractor agrees to provide the documents at their own cost required for obtaining visa (for the inspectors) of the country where the Drilling Unit and Marine vessels is offered for inspection.

xiv. Contractor confirms that the Drilling Unit and Marine Vessels are 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 Drilling Unit is located at the time of inspection, shall be made available to the Company / Company nominated inspection team.

## **6.0 CONTRACTOR'S OBLIGATIONS:**

### **6.1 PERSONNEL:**

6.1.1 Except as otherwise hereinafter provided, the selection, replacement, Contractor shall determine remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent as required under the service to be provided. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment, i.e within the mobilization period. The Contractor shall not deploy its personnel unless cleared by the Company.

6.1.2 The Contractor shall appoint a Project Co-Coordinator / Rig Manager as the Contractor's representative who shall be in charge of the project and who shall be based in Kakinada. The Project Co-Coordinator / Rig Manager shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

6.1.3 The Contractor will provide on regular basis, all category of their employee competent, suitably qualified, and adequately experienced personnel for necessary supervision and execution in carrying out the requisite operations correctly and efficiently throughout the Contract period in a professional manner. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company and of the Contractor. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

6.1.4 The detailed biodata of all the personnel likely to be deployed under the service and the number of additional personnel planned to be deployed must be submitted to the Company with necessary documents before engaging them for Company's approval.

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

6.1.5 All the personnel deployed should be fluent either in English/Hindi/any other local language.

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

6.1.7 Contractor will immediately remove the personnel upon receiving notice from the Company without hampering the operations and replace the personnel at the earliest, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable.

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

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

6.1.10 The shore base Management will be at Kakinada Sea Port.

6.1.11 Well Site Communication facility: Contractor should provide communication system (Internet facility & telephone) at site and other operational area operational purpose as per the specifications as defined in the bid document.

## **6.2 FOOD, ACCOMMODATION, TRANSPORT AND MEDICAL FACILITY AT DRILLING UNIT:**

6.2.1 Contractor shall provide standard food & services as per industry practice for all its own & its sub-contractor's personnel including Company's Personnel and service providers deployed by the Company. This provision should be for keeping minimum Thirty-Five (35) OIL and / or Third-party personnel on board the Drilling Unit.

6.2.2 Air Logistic transportation of Contractor's, Company and Company's third-party personnel to the offshore Drilling Unit shall be arranged by the Company.

6.2.3 Contractor shall provide proper First-Aid trained personnel with the required quantity of first aid equipment and medicines to meet any emergency on the Drilling Unit.

## **6.3 CONTRACTOR'S ITEMS:**

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

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

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

6.3.4 Contractor will provide potable water requirement at offshore Drilling Unit and Marine Vessels. The Drilling Unit must have proper water plant or provide bottled drinking water.

6.3.5 The Company shall provide fuel for the Drilling Unit and Marine Vessels provided by the Contractor.

(a) Contractor will be responsible for lubricants for operation of Contractors equipment at drilling location at Contractors cost.

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

(c) Further the Contractor has to indicate the daily consumption of the HSD. The Contractor also has to submit day wise HSD stock and consumption statement indicating the daily consumption of the HSD for Drilling Rig package in the DPR / IADC report.

**Note:**

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

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

**7.0 CONDUCTING DRILLING & COMPLETIONS OPERATIONS:**

7.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workman like manner and in accordance with accepted international oil field practices.

7.2 Wells shall be drilled back-to-back / batch drilled & Completed to a depth as specified in the drilling & completions programme, but subject to the condition that Company may elect to drill a well to a depth either lesser or deeper than originally planned. However, it shall be within the drilling depth range and maximum casing section depth of the Drilling Unit.

7.3 The drilling programme provided by Company shall primarily include planning of the following:

- Detailed Drilling Program
  - Health, Safety and Environment
  - Information security
  - General security
  - Pre-mobilisation

- Drilling Program
  - Objectives
  - Well Bore Schematic
  - Well bore Trajectory
  - Conductors clean out
  - Drilling & Casing Surface hole section
  - Drilling & Casing Intermediate hole section
  - Drill & Casing Production hole section
  - Hydraulics, BHA, Torque & Drag
  - Mud programme
  - Cementing programme
  - Pressure testing
  - Formation evaluation, mud logging and wireline logging programme
  - Abandonment programme
  - Wellhead and bop stack-up drawings

Operational reporting  
Well control guidelines and procedures  
Risk assessment/register

7.4 Well testing / completions programme provided by the Company primarily may include the following:

Completion programme  
    Objectives  
    Reservoir Information  
    Wellbore Cleanout  
    Perforating plan  
    Recommended Perforating Gun System  
    Completions Schematics  
    Upper Completion Procedures  
    Lower Completion Procedure  
    Pressure Testing  
    Well Barriers  
    Installation of Tubing hanger & Xmas tree  
    Well Flow back  
Risk assessment / register  
Suspension / abandonment programme:  
Contingency plans

7.5 Upon completion of a drilling well, statement stating that the well has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.

7.6 **Operation of Drilling Unit and Associated Services:** Contractor shall be solely responsible for the operation of the Drilling Unit and Associated Services including but not limited to supervising rig move operations and positioning and rigging up at drilling location as required by Company as well as such operations at drilling locations as may be necessary or desirable for the safety of the Drilling Unit.

7.7 **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Law. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing oil spill, fire, explosion and blow out, and maintain fire-fighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills; BOP tests etc. as may be required by Company at prescribed intervals.

7.8 Contractor shall assist in performing any tests to determine the productivity of any Formation encountered as may be directed by Company. Such tests and services may include, but not limited to logging, drill stem tests, acidizing, swabbing and fracturing. Specialized Tools / Services – if required for this operation, Company will provide for these operations.

7.9 **Depth Measurement:** Contractor shall at all times be responsible for keeping accurate record of the depth of the hole and record such depth on the daily drilling report and tally books. Company shall have the right at any time to check measurements of the depth of the hole in any manner.

**7.10 Plug back and Side-track:** Upon being requested to do so by the Company, Contractor shall cease drilling and carryout operations for plug-back and side-track of the hole as instructed – if required.

**7.11 Casing and Cementing:** Running / lowering all casings is Contractor's responsibility. Contractor shall use best effort and methods to run and set casings of the sizes, weights/ grades and at depths as instructed by the Company. Contractor shall allow-cement to set for a length of time as specified by the Company. During such time, Contractor shall assemble blowout prevention equipment and test the same in a manner satisfactory to Company and otherwise make preparation for subsequent work. After cement has set, casing job shall be tested in a manner satisfactory to Company, and Contractor shall continue such testing until results satisfactory to Company is secured. Any re-cementing or repairs to casing will be done at Company's discretion. Cementing services will be provided by the Company.

**7.12** The Contractor will maintain the parameter of the drilling fluid in accordance with specifications and / or formulations set forth by the Company.

**7.13** In the event of any fire or blowout, Contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control.

**7.14 Adverse Weather:** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site, will not act unreasonably in the exercise of this clause.

**7.15** The Contractor will be responsible for the disposal of the rig generated waste viz. used oil, soiled coverall, gloves, scrap, containers, skips etc., cuttings and waste drilling fluids.

**8.0 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out drilling, testing, completions, abandonment, if any, and all other operations, in accordance with the well drilling and completion programme to be provided by the Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good oil field practices.

**9.0 WELL POLICY:** The drilling policy given in this document is tentative only. The depth, nature, area or all other factor may vary depending on the actual operation and requirement at and during the time of commencement of the Contract. The Contractor shall be bound to obey those changes made by the Company from time to time.

#### **10.0 CONTRACTOR'S SPECIAL OBLIGATIONS:**

**10.1** It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to the Drilling Unit, Marine Vessels, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative at location as being in charge of all Company's and Company designated personnel at location. The Company's representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, examine cuttings, inspect works performed by Contractor or examine records kept at well site by Contractor.

**10.2 Compliance with Company's Instructions:** Contractor shall comply with all instructions of Company consistent with the provision of this Contract, including but not limited to drilling, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by Company's representative.

**11.0 WELL RECORDS:** Contractor shall keep an authentic log and history of each well on the daily drilling report prescribed by the Company and upon completion or abandonment of the well, deliver to Company, the original history and log, book, properly signed and all other data and records of every nature, relating to the drilling, casing and completion of the well. Such reports shall include the depth drilled formations encountered and penetrated, during the proceeding twenty four (24) hours, details of BHA in hole, details of drilling parameters maintained and any other pertinent information relating to the well.

Contractor shall provide the Company on daily basis-

- i) Daily drilling report on IADC pro-forma duly certified by Company's representative along with daily record-o-graph or drill-o-meter chart.
- ii) Daily mud report on IADC pro-form including mud stock, daily consumption and stock position of chemicals and daily mud hydraulics.
- iii) Daily report on P.O.L. consumption.
- iv) Daily report on effluent management with chemical analysis report of the output samples.
- v) Deviation charts / records on daily basis whenever applicable.
- vi) Casing tally / Tubular tally details after each job.
- vii) Bit performance record after completion of each well.
- viii) Well completion / well abandonment: After completion of a well successfully, Contractor will provide drilling and completion report of the well with all information and events including above-mentioned information. In case of abandonment of a well, abandonment report, in addition to above, will be provided by the Contractor in Company's prescribed format or as per requirement.
- ix) Daily roster of Contractor's personnel including POB.
- x) Contractor shall maintain inventory of rig equipment & accessories at site, indicating their respective models, serial numbers, vintage, specifications etc. The Contractor shall maintain inventory list endorsed by the Company Representative and any addition & deletion of items will be intimated to Company Representative.
- xi) All items including consumables if imported against Essentiality Certificate (EC) under 'concessional' Customs Duty shall be recorded in the proper format, indicating date of receipt, type, consumption, date of replacement etc.

**11.1 Confidentiality of Information:** All information obtained by Contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than Company's Representative. This obligation of Contractor shall be in force even after the termination of the Contract.

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

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

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

## **12.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

12.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

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

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

## **13.0 RIGHTS AND PRIVILEGES OF COMPANY:**

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

13.2 To change the drilling programme, mud programme, well depths to complete or abandon any well at any time.

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

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

13.5 To order suspension of operations while and whenever:

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

13.6 To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

#### **14.0 INGRESS AND EGRESS AT LOCATION:**

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

#### **14.1 DRILLING UNIT AND MARINE VESSELS LICENCES:**

Contractor agrees that it shall secure Permits and Licences for operations of the Drilling Unit and Marine Vessels 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 Drilling Unit and Marine Vessels prior to commencement of Contract from Ministry of Defence (MoD) through Ministry of Petroleum and Natural Gas (India) (MoP&G), 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 Drilling Unit and Associated Services in Indian waters, at his cost.

Contractor shall ensure that the Drilling Unit and Marine Vessels are classed and confirm that they would obtain permission / clearance of DG Shipping, wherever required for operating 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 drilling unit & marine vessels in Indian waters, as per the DGS notification F.No.16-1701U5 / 2021-SD-DGS Dated: 20.10.2022.

The contractor shall maintain all the required Statutory Certificates / Clearance / Permit valid throughout the duration of 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 maintain to under statutory requirement for operations of the Drilling Unit and Marine Vessels in Indian waters along with expiry dates of all such documents.

**15.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of issue of letter of award / intent 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.

**16.0 LIABILITY FOR THE WELL:**

Company shall be liable for the cost of regaining control of any wild well, as well as the cost of removal of debris and shall defend, indemnify and hold Contractor harmless, for any such cost, regardless of the cause thereof, including but not limited to the negligence of Contractor, its agents, employees or sub-contractors. Company shall be responsible for and shall defend, indemnify and hold harmless Contractor from any claims in respect of loss or damage to the hole or well. In the event the hole is lost or damaged because of the negligence of Contractor, Contractor's sole responsibility thereafter shall be the obligation to repair such damage within the limits of Contractor's normal complement of equipment and personnel or redrill the hole in the same well or an alternate well to the depth at which, such hole was lost at a rate equal to fifty (50) percent of the Operating Day Rate (ODR) only by deploying the Drilling Unit and personnel provided however, that in the case of any relief well, Company shall be solely responsible for all other costs or damage with respect to such loss or damage, regardless of the cause of such loss or damage.

#### **16.1 DAMAGE TO PIPELINE, PLATFORMS OR DRILLING RIGS:**

Contractor shall be responsible and hold Company harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), 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.

#### **17.0 COST OF CONTROL OF BLOWOUT:**

In the event any well being drilled hereunder shall go out of control (Blowout) due to any causes, Contractor will bear the cost and expense of killing the well or otherwise bringing the well under control up to US Dollar One Million for each incident and in this regard, Company shall indemnify and hold Contractor harmless in excess of US Dollar One Million for each incident. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Company of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit, caused by such blowout to the Contractor, except as otherwise provided under the terms and conditions of this Contract.

#### **17.1 USE OF CONTRACTOR'S EQUIPMENT:**

The Company shall have the right to use the Drilling Unit, Marine Vessels 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 Drilling Unit and associated equipment / tools / vessels will perform all activities related to well control.

#### **18.0 RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT OR THE HOLE:**

18.1 Except as otherwise specifically provided in this Contract, any damage to or loss of the Drilling Unit and / or Marine Vessels (which, for the purpose of this Article 18.1 shall be deemed to include all Contractor's and its sub-contractors equipment) and regardless of the cause or reason for said loss, shall be the loss of the Contractor its underwriters or insurers and Contractor agrees to protect, defend, indemnify and hold the Company, its co-licensees and its and their affiliate companies, agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees harmless against any claim whatsoever or responsibility for any damage to or loss of the Drilling Unit and/or Marine Vessels or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

18.2 If the Drilling Unit and / or Marine Vessels 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 Drilling Unit and / or Marine Vessels at Contractors own cost from Offshore area to the satisfaction of the Company. If the Contractor unreasonably delays in removing the Drilling Unit and / or Marine Vessels 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.

#### **18.3 DAMAGE OR LOSS OF THE DRILLING UNIT AND MARINE VESSELS:**

If the Drilling Unit is declared to be a total loss and / or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall terminate in respect of the Drilling Unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Drilling Unit(s), except for its payment of monies then due or liabilities to be charged in respect of work already done under this Contract in respect of that Drilling Unit(s).

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

#### **18.4 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.

#### **18.5 UNDERGROUND DAMAGE:**

The Company agrees to indemnify and hold Contractor harmless from any and all claims against Contractor based on any incidents arising out of or occurring during the term of this Contract on account of injury to, destruction of or loss or impairment of any property rights in or to oil, gas or other mineral substance or water if at the time of the act or omission causing such injury, destruction, loss or impairment such substances had not been reduced to physical possession above the surface of the earth, and including any loss or damage to any formation strata or reservoir beneath the surface of the earth.

## **19.0 INDEMNITY AGREEMENTS:**

(a) 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 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.

(b) 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 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.

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

(a) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates above the surface of the water from spills or fuels, lubricants, motor Company's, drilling fluid and attendant cuttings, pipe dope, paints solvents, ballast, bilge and garbage wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities, provided, however, Contractor's liability shall be limited to US Dollars One Million (US\$ 1 Million) where after the Company shall indemnify and hold harmless the Contractor for amounts in excess.

(b) Except as otherwise provided in article 20.0(a), Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub-clause (a) above, which may occur from any cause including negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oil, gas, water or other substances, as well as the use or disposition of oil emulsion, Company 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 the Company US Dollars One Million (US\$ 1 Million) of cost paid / incurred by the Company in control of the pollutant, clean-up costs, or damage to a third party, provided said pollution results from Contractor's sole negligence.

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

#### **21.0 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.

#### **22.0 DEMOBILISATION & RE-EXPORT:**

The Contractor shall arrange for and execute demobilization of the entire rig package, tools / equipment / spare / accessories / manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the Contract and shall include dismantling of the complete rig package, its accessories/equipment, including the manpower and re-export of the complete rig package (if re-exportable), its accessories / equipment, unutilized spares and consumables at the cost of the Contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and / or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and performance security.

22.1 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil customs duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the customs duty.

22.2 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.

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

### **23.0 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 Contractor.
3. Is lawfully possessed by Contractor before receipt thereof from Company.
4. Is disclosed to Contractor in good faith by a third party who has an independent right to such information.
5. Is developed by Contractor independently of the information disclosed by Company; or Contractor 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.

23.1 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 coring, testing, and surveying of the well. And to take all-reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.

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

23.3 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Drilling Unit to another sphere.

23.4 Contractor shall forbid access to the Drilling Unit to any people not involved in the drilling operations or not authorized by the Company to have access to the drilling Unit, however, this provision is not applicable to any Government and/or police representative on duty.

#### **24.0 PREVENTION OF FIRE AND BLOWOUTS:**

24.1 Contractor shall use the blowout prevention equipment specified in this Contract, on all strings of casing unless otherwise directed by the Company, Contractor must maintain all well control equipment in good condition at all times and must take all possible steps to control and prevent the fire and blowouts to protect the well. The Contractor will be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform the Company's Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.

24.2 Contractor shall test the BOPs by making pressure test at least once in every 14 days or such time as instructed by the Company Representative. However, the testing procedure and frequency must comply with the guidelines as specified by OISD. Contractor shall record results of all such tests in the daily drilling report. Replacement – if any of all blowout prevention rubber parts shall be on Contractor's account.

24.3 Contractor shall use all reasonable means to keep the hole and all strings of casing filled with Drilling fluid at all times.

#### **25.0 SAFETY:**

25.1 Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employee also shall comply with safety procedures/ policy.

25.2 **EFFLUENT:** Regular checks are to be made to ensure that there are no leakage/overflow of effluents from the Drilling Unit into the sea. This should be complied as per statutory norms.

#### **26.0 DISCIPLINE:**

Contractor shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oil field practice.

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 10 days from the time of such instruction given by the Company. If no replacement has been provided within this time the Company shall reduce the daily rate by the amount specified for this category under Clause 27.0 below until such replacement has been provided. The person so removed shall not be employed again without the prior written consent of the Company. Contractor shall not permit any of its employees, representatives, agents or sub-contractors to engage in any activity which might reasonably be considered to be contrary or detrimental to the interest of the Company.

**Deficiency:** In the event of the Contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in the Technical Specification and Scope of Work, the penalty shall be levied.

#### **27.0 FAILURE / DEFICIENCY PENALTY:**

a) SAFETY: Non-compliance of Safety Management System of Drilling Services, violation of HSE specification and statutory requirement will attract penalty(ies) at the rate of 5% per day of respective day rate.

b(i) Failure to provide Rig Manager, Tool Pusher and Tour Pusher. Refer Technical Specification and Scope of Work.

b(ii) Failure to provide Driller and Asst Driller. Refer Technical Specification and Scope of Work.

c) Failure to provide other rig personnel excepting those mentioned in (a) & (b) above Refer Technical Specification and Scope of Work.

#### **Note:**

(1) Contractor will be paid zero rates if operation is suspended for non-availability of key personnel.

(2) In case of short deployment/deficiency on account of sickness/accident, seven (7) days will be allowed for replacement without any reduction in Day Rates subject to normal progress of the performance of Work. Beyond this, the above clause 27.0 (Deficiency) will be applicable.

27.1 Failure to provide any Associated Services, penalty will be levied at the rate of 5% of operating day rate per day for initial two (02) days. Beyond 2 days, the penalty rate will be double. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period and zero rates will be applicable during the period.

#### **28.0 LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:**

Notwithstanding any provision under this Contract to the contrary, Company shall

assume liability except in the event of Wilful Misconduct on the part of the Contractor for loss or damage to the Contractor's equipment/tool in hole below rotary table. Company shall at its option either reimburse the Contractor for the value of lost equipment/tool as declared in the import invoices at the time of mobilization or subsequent replacement/addition of the same equipment/tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the Contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.16 (vii) under GCC of the Contract. All such cost shall be payable only after Contractor furnishes notarized undertaking in the prescribed format to the extent that the particular equipment/tool in question is not covered by Contractor's insurance. For claims of lost equipment/tools, Contractor must intimate the Company of their intention to lodge claim in writing within one month of the declaration of lost tool by Company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier. The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by Contractor.

**NOTES:**

- (i) The claim on account of Loss /damage should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier.
- (ii) Company shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.
- (iii) No mobilization cost would be payable towards the replacement of LIH tools.

**28.1 DOCUMENTATION OF LOSS:**

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

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

**29.0 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 Drilling

Unit and 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.

### **30.0 CERTIFICATE OF INSURANCE:**

Before commencing performance of the Contract, Contractor shall upon request, furnish the Company with certificates of insurance including (1) kinds and amounts of insurance as required herein, (2) Insurance Company or Companies carrying the aforesaid coverages, (3) effective and expiration dates of policies, (4) that the Company will be given thirty (30) days written advance notice for any material change in the policy, (5) waiver of subrogation endorsement has been attached to all policies, (6) the territorial limits of all policies. If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company may replace same and charge the cost thereof to Contractor.

Should there be a lapse in any insurance required to be carried by Contractor as prescribe in this Contract, for any reason whatsoever, losses resulting therefrom shall be for the sole account of Contractor.

**31.0 SAFETY:** Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Company employee also shall comply with safety procedures/policy.

### **32.0 FORCE MAJEURE:**

#### **32.1 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 war, civil riot, fire, Pandemic and Acts, 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 after which zero rate shall be payable to the Contractor after which either party shall have the right to terminate this Contract by giving 15 days' notice unless otherwise mutually agreed.

#### **32.2 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 Non-Operating Day Rate (NODR) shall be applicable during these conditions.

### **33.0 HSE POLICY:**

The Contractor shall forward HSE policy to the Company along with the bid. The Contractor should have a valid HSE Management System (HSEMS) for the Drilling Unit certified as per ISO: 9001, ISO: 14001 & OSHAS: 18001 / ISO: 45001 and should keep the certificate(s) valid during execution of Contract period. In case certification is not there at the time of commencement of operations then the Contract is liable to be terminated as per its terms and conditions.

### **34.0 CUSTOMS DUTY:**

34.1 The Company/Operator will issue Essentiality Certificate for import of Goods in terms of Custom Notification No. 50/2017-Customs dated 30th June-2017, further amended vide custom Notification No. 02/2022-Customs dated 1st February, 2022, S. No. 404 of Table, List 33 and Condition No. 48 and notification no. 08/2022 dated 13.07.2022 on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the Contractor to OIL at least three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the Contractor.

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

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Contractor should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the Contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

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 Contractor in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty-free/concessional during the tenure of the Contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on

to OIL. Additionally, for all those items against which the Contractor considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence. Contractors should submit the list of items which are to be imported for execution of the Contract 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 Contractor.

**Note:** The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

34.2 Contractor should provide the list of the items to be imported by the Service Provider them under the Contract will be as per the items to be imported as submitted in the format specified in **Proforma-A** along with their bid for issuance of Recommendatory Letter. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. Company shall issue the Recommendatory Letter 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.

34.3 All imports and import clearances under the Contract shall be done by the Contractor and Company shall not provide any assistance in this regard.

34.4 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

34.5 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

34.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the Contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

34.7 In the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022 or non-issuance of Essentiality certificate in terms of GST Notification no. 08/2022 dated 13.07.2022 for reason not attributable to the Contractor, Contractor shall charge applicable customs duty on import of goods and service tax on supply as per the HSN code of the product.

### **35.0 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 'Stack Day Rate' as per the provisions of 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location.

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

### **36.0 RE-EXPORT:**

The Contractor shall complete re-export formalities upon completion/termination of this Contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company along with all relevant export documents. It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities within 60 days which were provided by Company at the time of import against this Contract. De-mobilization will not be considered completed, till re-export of all equipment and documentation with customs and other regulatory authorities are completed fully and submitted to Company.

### **37.0 DIESEL:**

Contractor to indicate the consumption of diesel (**To be declared only in the price Bid**) in KL/day for the Drilling Unit and its equipment. Company responsibility is to provide (As declared in Price Bid) KL/day of diesel multiplied by the number of days of the

particular month or part thereof (where rig had operated for part of the month and not full month) or as per actual consumption for the respective months, whichever is lower.

For requirement of diesel in excess of the above monthly quantity, Company is not responsible to provide diesel and Contractor agrees to arrange diesel themselves at Contractors cost. No carry forward will be permitted if actual consumption per month is less than that calculated based on indicated consumption above.

### **38.0 NOTICES:**

38.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax 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 Service)  
OIL INDIA LIMITED  
Kakinada - 533004,  
Andhra Pradesh, India  
Email: kgbasin@oilindia.in

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

38.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**(END OF SECTION-III, PART-3)**

**PART-3**

**SECTION-IV**

**SCHEDULE OF RATES (SOR)**

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

| <b>Sl. No.</b> | <b>Description of Item</b>                                                                                | <b>Unit</b> | <b>Estimated Quantity</b> | <b>UNIT RATE (USD)</b> |
|----------------|-----------------------------------------------------------------------------------------------------------|-------------|---------------------------|------------------------|
| 1              | <b>Mobilization Charges, M of the Drilling Unit Package[M]</b>                                            | LSM         | 1                         |                        |
| 2              | <b>De- Mobilization Charges, M of the Drilling Unit Package[D]</b>                                        | LSM         | 1                         |                        |
| 3              | <b>Operating Day Rate, {ODR}</b>                                                                          | DAY         | 250                       |                        |
| 4              | <b>Non - Operating Day Rate, [NODR] (Not exceeding 90% of ODR)</b>                                        | DAY         | 33                        |                        |
| 5              | <b>Rig Package Repair Day Rate [RDR] (Not exceeding 90% of ODR)</b>                                       | DAY         | 10                        |                        |
| 6              | <b>Rig Package Moving Day Rate [MDR] (not exceeding 75% of ODR)</b>                                       | DAY         | 07                        |                        |
| 7              | <b>Mobilization Charges of Anchor Handling Tug [M-AHT-1]</b>                                              | LSM         | 1                         |                        |
| 8              | <b>Demobilization Charges of Anchor Handling Tug [D-AHT-1]</b>                                            | LSM         | 1                         |                        |
| 9              | <b>AHT-1 Operating Day Rate [AHT-ODR-A]</b>                                                               | DAY         | 288                       |                        |
| 10             | <b>AHT-1 Repair Day Rate [AHT-RDR-A] (Not exceeding 50% of AHT-ODR-A)</b>                                 | DAY         | 12                        |                        |
| 11             | <b>Mobilization Charges of Anchor Handling Tug [M-AHT-2]</b>                                              | LSM         | 1                         |                        |
| 12             | <b>Demobilization Charges of Anchor Handling Tug [D-AHT-2]</b>                                            | LSM         | 1                         |                        |
| 13             | <b>AHT-2 Operating Day Rate [AHT-ODR-B]</b>                                                               | DAY         | 288                       |                        |
| 14             | <b>AHT-2 Repair Day Rate [AHT-RDR-B] (Not exceeding 50% of AHT-ODR-B)</b>                                 | DAY         | 12                        |                        |
| 14             | <b>Meal Charges (Breakfast / Lunch / Dinner) for Company's Personnel on Support Vessels (02) No. [MC]</b> | NO          | 600                       |                        |

| <b>Charges for Additional Meals &amp; Accommodation on Drilling Unit</b> |                                           |     |      |  |
|--------------------------------------------------------------------------|-------------------------------------------|-----|------|--|
| 15                                                                       | <b>Breakfast [BF] on Drilling Unit</b>    | NO  | 1500 |  |
| 16                                                                       | <b>Lunch [L] on Drilling Unit</b>         | NO  | 1500 |  |
| 17                                                                       | <b>Dinner [D] on Drilling Unit</b>        | NO  | 1500 |  |
| 18                                                                       | <b>Accommodation [A] on Drilling Unit</b> | NO  | 1500 |  |
| 19                                                                       | <b>Force Majeure Rate (60% of ODR)</b>    | Day |      |  |
| 20                                                                       | <b>Stack Rate (75% of ODR)</b>            | Day |      |  |
| <b>Average Diesel consumption for Drilling Unit in KL per Day (Q)</b>    |                                           |     |      |  |

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

#### 1.0 **MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)**

1.1 Mobilization charges for the complete Drilling Unit and Associated Services (inclusive of Marine Vessels) and manpower shall be quoted on lump sum basis and shall include all charges for mobilization of the complete Drilling Unit and Associated Services (inclusive of Marine Vessels), spares & consumables etc. to the site.

For mobilization of the Drilling Unit and Associated Services as defined under Terms of Reference, to the well location designated by the Company, Company shall pay the Contractor the quoted Mobilization fee within thirty days (30) calendar days from commencement date of operations as defined in SCC subject to all the documents as required for processing the Invoice is in order.

#### **NOTE:**

- Mobilization charges will include mobilization of Drilling Unit and Associated Services (including vessels AHTSV x 2nos and all associated equipment and manpower)
- Mobilization charges must cover local and foreign costs to be incurred by the Contractors to mobilize to the well location.
- The first location will be in Andhra Pradesh offshore in the East Coast offshore Indian waters.
- The Mobilization for the Drilling Unit along with Associated Services (except for Marine Vessels) shall be deemed completed once the rig is on location duly Customs and Naval cleared, has completed pre-loading, jacked up with the required air gap and is ready to commence operations and duly approved by the Company Representative.
- The Mobilization for the Marine Vessels shall be deemed completed once the Marine Vessels have towed and positioned the rig on the platform (if the same vessels are used for Mobilization of the Drilling Unit), are duly Customs and Naval cleared and are ready for loading equipment at the designated port and duly approved by the Company Representative.

Company will issue Recommendatory Letters on the basis of documents to be provided by the Contractor for import of items, if envisaged in **Proforma-A**, for Contractor avail nil/concessional Basic Customs Duty. However, responsibility for securing EC and

payment of port charges, demurrage etc. and clearance of goods through Indian Customs authority will rest exclusively on the Contractor.

## **2.0 DEMOBILIZATION CHARGES (LUMP SUM) (DM)**

2.1 Demobilization charges for the complete Drilling Unit and Associated Services and manpower shall be quoted on lump sum basis and shall include all charges for demobilization of the complete Drilling Rig and Associated Services, unutilized spares & consumables etc. from the site.

2.2 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.

2.3 Demobilization charges shall be paid one time to the Contractor for demobilizing the complete Drilling Unit and Associated Services, Tools / Equipment / Spare / Accessories etc. after successful completion of all contractual obligations including Re-export / block transfer, if any.

2.4 The Contractor is required to clear off the site within 30 days and complete the Demobilization within 60 days from the date of Demobilization notice served by the Company.

## **3.0 OPERATING DAY RATE (Per 24 Hrs. Day) (ODR)**

### **3.1 Drilling Unit and Associated Services (excluding Marine Vessels)**

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.

### **3.2 AHTSV (02 Each)**

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.

## **4.0 Non-Operating Day Rate (Per 24 Hrs. Day) (NODR)**

### **Drilling Unit and Associated Services (excluding Marine Vessels)**

NODR will be payable when the Drilling Unit is not operating under the following conditions:

- Waiting for materials / orders / instructions / programme
- Waiting on cement
- Waiting on weather
- Waiting on day light for operations
- Carrying out fishing operations (not due to Contractor's equipment and tools) except where otherwise provided for in this Agreement
- Should the Contractor be denied access to the location of drilling operations due to lack of compliance of any permits or licenses required by the Company, time lost as a result thereof shall be compensated at the non-operating Day Rate.
- Loading of operator's equipment during initial mobilization

**Note:** NODR shall be limited to 90% of the ODR.

**5.0 REPAIR DAY RATE – Drilling Unit and Associated Services (excluding Marine Vessels) (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 Drilling Unit 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.

Company shall provide water and other services, including tug boats at its cost for a maximum period of seven days during breakdown. Thereafter, the cost of water and other services including tug boats shall be borne by Contractor.

**Note:** Payment towards Rig Repair Day Rate shall be limited to 90% of the ODR.

**5.1 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(s) 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(s) repair day rate shall be limited to 50% of the operating day rate.

**6.0 MOVING DAY RATE FOR DRILLING UNIT AND ASSOCIATED SERVICES (excluding Marine Vessels) - MDR**

Except where otherwise provided for in this bid document, Contractor shall be compensated at the Moving Day Rate during the period the well operations on the last well (on the platform) are completed and preparation for rig move have commenced, prior to the Drilling Unit being jacked down for tow operations from its current location

until the Drilling Unit is safely jacked up at the next location/platform and rig skidded over the well to commence well operations.

The Contractor, if required, shall make a provision of a 3rd vessel (at his own cost), to move and position the rig on the platform, based on the bollard pull requirement of the offered rig.

**Note:** Payment towards moving day rate shall be limited to 75% of the operating day rate.

#### **7.0 FORCE MAJEURE DAY RATE FOR DRILLING UNIT AND ASSOCIATED SERVICES (including Marine Vessels) (Per 24 Hrs. Day) (FMR)**

7.1 The Force Majeure Day Rate shall be payable for the first thirty days of Force Majeure period after which zero rate shall be payable to the Contractor after which either party shall have the right to terminate this Contract by giving 15 days' notice unless otherwise mutually agreed.

7.2 Payment towards force majeure day rate shall be 60% of ODR.

#### **8.0 STACK DAY RATE (SDR)**

The Stack Day Rate shall be payable when the Drilling Unit and Associated Services and other Contractor's Equipment are stacked in accordance with Clause 35.0 of SCC (Section- III) and as further set out below:

i) If Company notifies the Contractor that the Drilling Unit is to be stacked at its current location, the NODR shall apply for the first 5 (five) days from the time of such notification and Stack Day Rate shall apply thereafter. Stack Day Rate shall apply until such time as the Drilling Unit is ready to recommence Drilling Operations after the notification from Company to commence the operations.

ii) If Company notifies the Contractor to stack the Drilling Unit at a different location; the Stack Day Rate shall apply from the time that the Drilling Unit arrives at the stacking site. Moving Rate shall apply during the period that the Drilling Unit is being moved to/from the stacking site.

iii) Payment towards Stack Day Rate shall be 75% (Seventy Five percent) of ODR.

#### **9.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF etc.**

9.1 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.

9.2 **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.

9.3 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.

9.4 **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.

9.5 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.

9.6 Billings for daily charges/day rates will reflect details of time spent (calculated to the nearest quarter of an hour) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spudding-in of the first well.

9.7 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.

9.8 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.

9.9 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.

9.10 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 9.3 above.

9.11 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.

9.12 Payment of other invoices as set forth in Clause 8.7 (reimbursable items) shall be made within 60 days following the date of receipt of the invoices by Company.

9.13 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

9.14 Payment of Demobilization charges shall be made when applicable 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 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 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.

9.15 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.

9.16 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

## 10.0 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:

### 10.1 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', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- c) Mobile No. (Optional).
- d) e-mail ID.

### 10.2 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.

### 10.3 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.

**(END OF SECTION-IV, PART-3)**

**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:**

**(End of Proforma-A)**

**Excel Formats for Main / Alternate Drilling Unit(s) enclosed as Proforma-B under  
Notes & Attachments Tab in OIL's e-Portal**

**(End of Proforma-B)**

**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:

| <b>Section No.</b> | <b>Clause No.<br/>(Page No.)</b> | <b>Non-Compliance</b> | <b>Remarks</b> |
|--------------------|----------------------------------|-----------------------|----------------|
|                    |                                  |                       |                |

**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.

**(End of Proforma-C)**

**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:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**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 D No. 11-4-7(3rd Floor), Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh 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.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this Contract at Kakinada as of the date shown above.

Signed, Sealed and Delivered,

for and on behalf of Company  
(M/s. Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**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.

**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.

**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.

| <b>YEAR</b> | <b>TURN OVER<br/>In INR Crores / US\$ Million*</b> | <b>NET WORTH<br/>In INR Crores<br/>/ US \$ Million *</b> |
|-------------|----------------------------------------------------|----------------------------------------------------------|
|             |                                                    |                                                          |
|             |                                                    |                                                          |
|             |                                                    |                                                          |

\* Rate of Conversion (if used any): USD 1.00 = INR. .... .

Place:

Date:

Seal:

Membership Code:

Registration No.:

Signature

**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

**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 certain services under Tender No. \_\_\_\_\_. 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 and Contractor/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 and the execution of the Contract 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 the 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 or the Contract execution.

(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/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

(i) The Bidder/Contractor 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 the execution of the Contract.

(ii) The Bidder/Contractor 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) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (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/Contractor 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 company that may impinge on the anti-corruption principle.

(vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (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/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**(3)** The Bidder/Contractor 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 credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.

1. If the Bidder/Contractor 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/Contractor 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 3 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/Contractor 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 till the final completion of the Contractor **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. Any issue relating to execution of Contract, if specifically raised before the IEMs shall be looked into by IEMs.

#### **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. If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the Contract after the Contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor 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 or the Contract, if already awarded, can be terminated for such reason.

#### **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor 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 external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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 Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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 Contractor. The parties offer to 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 / contractor 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 would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

#### **Section:9 -Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective Contract, and for all other Bidders 6 months after the Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / Contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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 intentions.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

**Mrs. Tanushree Agrawal**  
**(For the Principal)**

Date: **01.02.2023**

Place: **Kakinada**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

**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)

**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.

~~~~~

**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<br>Branch IFS Code                           |                         |
| <b>Contact Details</b><br>E-mail Addresses        | Mobile<br>Telephone Fax |
| <b>Correspondence Address</b><br>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 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, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s \_\_\_\_\_ 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. of 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: \_\_\_\_\_**

**FORM OF BID SECURITY (BANK GUARANTEE)**

Ref. No.:

Bank Guarantee No.:

To,  
OIL INDIA LIMITED  
KG BASIN PROJECT  
D. NO. 11-4-7, 3<sup>RD</sup> FLOOR,  
NOOKALAMMAA TEMPLE STREET,  
RAMARAO PETA, KAKINADA 533004  
ANDHRA PRADESH, 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 BASIN 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.

SEALED with the common seal of the said Bank this ..... Day of ....., 2020.

SIGNATURE AND SEAL OF THE GUARANTOR.....

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 denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

\*\* The Date of Expiry of Bank Guarantee should be minimum 150 days after the bid closing date as stated in the tender document.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B. Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

**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).

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: \_\_\_\_\_

**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.

**UNDERTAKING TOWARDS PURCHASE PREFERENCE**

**To,**

Date: \_\_\_\_\_

**Oil India Ltd.,  
KG Project, Kakinada-533004,  
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 LC   |                              |

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**PROFORMA OF BANK GUARANTEE TOWARDS  
PURCHASE PREFERENCE-LOCAL CONTENT**

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,  
Oil India Limited

\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (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) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

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 to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in \_\_\_\_\_ words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. 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 thin 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 CONTRACTOR and shall remain valid, binding and operating 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 CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4.

5. The Bank further agrees the 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 relived 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.

6. 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.

7. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

8. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

9. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

10. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_  
(Signature)  
Full name and official address  
(In legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(In legible letters)  
with Bank

WITNESS NO.2

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

Attorney as power of  
Attorney no.\_\_\_\_\_  
Dated\_\_\_\_\_

**UNDERTAKING FOR LOCAL CONTENT**

(To be submitted on the letter head of the bidder)

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. \_\_\_\_\_

**File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)**

**Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)**

\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL// BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

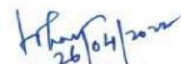
I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully



(Santanu Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

**Copy to:**

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

**Copy for information to:**

Secretary, DPIIT

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

*'Class-II local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

*'Non - Local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

*'L1'* means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*'Margin of purchase preference'* means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

*'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

*'Procuring entity'* means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

*'Works'* means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

### **3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3

### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

.....Contd. p/4

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**  
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd. p/5

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

.....Contd. p/6

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

.....Contd. p/7

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

**18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)  
Director

Tel: 23063211

[rajesh.gupta66@gov.in](mailto:rajesh.gupta66@gov.in)

**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 severally 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)

**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)

Witness:

1. Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Address\_\_\_\_\_

M/s\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

official seal\_\_\_\_\_

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.

**PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY BY THE  
SUPPORTING COMPANY / ULTIMATE CONTROLLING COMPANY (AS THE CASE  
MAY BE) OF THE BIDDING COMPANY.**

**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_ Dated \_\_\_\_\_

To,  
OIL INDIA LIMITED

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

1. In consideration of Oil India Limited having its Project Office at D. No. 11-4-7, (3<sup>rd</sup> Floor), Nookalamma Temple Street, Ramaraopet, Kakinada-533004, Andhra Pradesh (hereinafter referred to as OIL) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees.

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered / head office at \_\_\_\_\_ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the 'SUPPORTING COMPANY' shall furnish to OIL a performance guarantee for US\$ ..... towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of US\$ (in figures) \_\_\_\_\_ US Dollars (in words) \_\_\_\_\_ without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that OIL may have in relation to the 'SUPPORTING COMPANY's' liabilities.

4. The Bank further agrees that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of the High Court of Andhra Pradesh, India.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to US\$ (in figures) \_\_\_\_\_ US Dollars (in words) \_\_\_\_\_ only and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

All Claims of OIL (beneficiary) against this Bank Guarantee, shall be remitted by the .....(Bank's name to be inserted) to the following account of OIL only through electronic transfer of funds, unless otherwise specifically communicated by OIL:

Beneficiary Account Name: OIL INDIA LIMITED

Bank Name:

Branch: .....

Branch Code: .....

Bank Account No.: .....

SWIFT Code: .....

In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

Full name and official Full name, designation and address (in legible letters) address (in  
legible letters) with Bank stamp  
Attorney as per power of  
Attorney No.....  
Dated .....

WITNESS NO. 1

-----

-----

(Signature)

(Signature)

WITNESS NO. 2

-----

(Signature)

Full name and official  
address

**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 severally 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)

**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 \_\_\_\_\_

**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)

M/s.  
Witness

1)  
2)

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

M/s.  
Witness

1)  
2)

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

M/s.  
Witness

1)  
2)

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

**JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL  
STANDING**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

**DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... [Name of JV member with more than 50% stake] a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s \_\_\_\_\_ [Complete Name of JV member with more than 26% stake] and whereas M/s \_\_\_\_\_ [Complete Name of JV member with more than 26% stake] represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1. The Guarantor confirms it hold ..... (in percentage, should be more than 26%) stake in the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR ..... during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is minimum INR ..... for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to ..... [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].

The Guarantor represents that:

- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to ..... [Name of the incorporated Joint Venture Company].

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder)

For and on behalf of (Name of JV  
member with more than 26% stake)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

**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.

**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 BEC for various parameters such as Mobilization charges, Repair Day rates, Moving Date 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 differential amount will be kept on hold from the mobilization invoice and this excess differential amount will be paid at the end of the contract period.

(Authorized signatory of bidder)

Seal:

Date:.....

Place:.....

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**  
**(REF. CLAUSE NO. 6.6 OF THE FORWARDING LETTER)**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from 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, has 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.

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)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 6.8 OF THE  
FORWARDING LETTER**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from 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, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

**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.

| <b>Sl. No.</b> | <b>Description</b>                                                                                                                              | <b>Bidder's Confirmation</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1.             | Bidding structure<br>(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<br>Indicate rate of GST applicable.                                                                                           | SAC Code:<br>GST .....%      |
| 6.             | Whether Bid Security submitted.<br>Mention the mode of submission:<br>(Bank Guarantee / LC / 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.            | <b>Confirm the currency of quoted prices:</b><br><br>(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:<br>Contact No.:<br>Fax:<br>Email: |
| 17. | <b>Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.</b>                                                                                                                                                                                                        |                                         |
| 18. | Please indicate the following:<br>(i) PAN No.<br>(ii) GST Regn. No.                                                                                                                                                                                                                                 |                                         |
| 19  | Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: PP-LC or MSE?                                                                                                                                                                                    |                                         |
| 20  | Confirm whether Udyam Registration Certificate has been submitted, in case availing MSE benefit.                                                                                                                                                                                                    |                                         |
| 21  | If availing benefit under PP-LC 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 <b>certificate from Statutory Auditor/Chartered Accountant has been submitted.</b> |                                         |
| 22  | Confirm whether the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in Part-2 (BEC) of the tender document                                                                                             |                                         |
| 23  | Confirm that you have submitted all documents as mentioned in the Tender                                                                                                                                                                                                                            |                                         |

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Office Stamp \_\_\_\_\_

~~~~~**END OF TENDER DOCUMENT**~~~~~