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Report Name: OIL INDIA LTD.

Generated By: Tanushree Agrawal , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

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GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Project Management Consultant (PMC) for OIL's Offshore Drilling Operations in Blocks of Andaman & Nicobar Basin of India and Kerala Konkan

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

NOTICE INVITING TENDERS NATIONAL COMPETITIVE BIDDING

FORWARDING LETTER

IFB No. CEI8988P22 for “Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL’s Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.”

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to 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 operations in KG Basin Project, OIL invites Local Competitive Bids (LCB) from competent and experienced contractors for the above-mentioned service through OIL’s e-procurement portal: “<https://etender.srm.oilindia.in/iri/portal>”. One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s e-procurement portal and Govt. portal. Eligible and interested parties are invited to submit their most competitive bid 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:

(i)	IFB No./E-Tender No.	:	CEI8988P22
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single-Stage Two-Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Bid (Technical) Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible / qualified Bidders nearer the time.

(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's e-procurement portal.
(vii)	Bid Opening Place	:	Office of the Chief General Manager (KGB&BEP) , Oil India Ltd., KG Basin Project, D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India
(viii)	Bid Validity	:	Minimum 120 (One Hundred Twenty) from Bid Closing Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Bid Security / EMD Amount	:	Not Applicable
(x)	Amount of Performance Security	:	3% of annualized Total Estimated Contract value. Refer Clause 10.0 of PART-3, Section-I (General Conditions of Contract)
(xi)	Validity of Performance Security	:	Up to 03 (three) months beyond the Contract period.
(xii)	Location of job	:	OIL's KGB Project at Kakinada Office, Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.
(xiii)	Mobilization Period	:	15 days from the date of issue of Letter of Award (LOA) / Mobilisation Notice.
(xiv)	Duration of the Contract	:	Three (3) years from the Date of completion of Mobilisation or till the completion of the closeout phase, whichever is later.
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization / Commencement	:	Refer Clause No. 18.0 of PART-3, Section-III (Special Conditions of Contract) .
(xvi)	Integrity Pact	:	Must be digitally signed & uploaded along with the techno-commercial bid.

(xvii)	Bids to be addressed to	:	Chief General Manager (KGB&BEP) Oil India Ltd., KG Basin Project D. No. 11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
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3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations 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 other than Bidder's Name / "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.**

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 recognised. While participating on e-tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the 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. is not responsible.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding Company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder / Bidding Company to bind the Bidder / Bidding Company to the Contract.

3.2 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.

3.2.1 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>.

3.2.2 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.

3.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan, Assam at erp_mm@oilindia.in, Ph.: 0374 - 2807178/4903/7171/7192.

3.4 Details of 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 on-line Payment can be viewed at Oil India's website at **URL:** <http://oil-india.com/pdf/ETenderNotification.pdf>**).**

3.5 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

4.0 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) (Server Time)** at the office of the Chief General Manager (KGB&BEP) in presence of the authorized representatives of the bidders.

5.0 The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the Company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 Conditional bids are liable to be rejected at the discretion of the Company.

8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

8.1 In case of Sole Proprietorship Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

8.2 In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating there in the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

8.3 In case of Partnership Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address,

E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement / deed and GSTIN number.

8.4 In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

9.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading **“Price Bid”**

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

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

Note:

* 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, first 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.

10.0 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 after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFX Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFX Response', and 'Close'. Below these, a header section displays 'RFX Response Number 60038748', 'RFX Number 1396', 'RFX Owner BHARALI', 'Total Value 0.00 INR', and 'RFX Res'. The main form area has tabs for 'RFX Information', 'Items', and 'Notes and Attachments'. Under 'RFX Information', there are sub-tabs: 'Basic Data', 'Questions', and 'Technical Attachments'. The 'Event Parameters' section includes a 'Currency' dropdown menu set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. A 'Total Bid Value' field is highlighted with a red box. Three callouts provide instructions: 'Bidder to select the currency of the Response' points to the Currency dropdown; '“Total Bid Value” is mandatory in “No Price” RFX' points to the Detailed Price Information dropdown; and '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value field.

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 in 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” under “Notes & Attachments” tab page.

11.0 The selected bidder will be required to enter into a formal Contract, which will be based on their bid and OIL's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under **Clause 2.0 (x)** above and as per **Para 10.0 of GCC** before signing the formal Contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 BACKING OUT BY L1 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.

14.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENT: The information and documents furnish 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 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. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX**.

15.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender / Contract.

17.0 The Contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

18.0 OIL now looks forward to your active participation in the IFB.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(TANUSHREE AGRAWAL)
MANAGER-C&P (KGB)
for Chief General Manager (KGB&BEP)

Date: 03.12.2021

PART-1

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC), PART-2 of the tender 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:

- i) A Tender Forwarding Letter
- ii) Instructions to Bidders (ITB), **Part-1**
- iii) Bid Evaluation Criteria - Bid Rejection Criteria (BEC-BRC), **Part-2**
- iv) General Conditions of Contract (GCC), **Part-3, Section-I**
- v) Terms of Reference / Scope of Work, **Part-3, Section-II**
- vi) Special Conditions of Contract, **Part-3, Section-III**
- vii) Schedule of Rates, **Part-3, Section-IV**
- viii) Safety Measures (SM), **Part-4**
- ix) Integrity Pact (IP), **Part-5**
- x) Price Schedule Format, (**PROFORMA-A**) (Excel Format attached under “Notes and Attachments” tab in the main bidding engine of OIL’s E-Tender portal)
- xi) Bid Form: **PROFORMA-I**
- xii) Statement of Non-Compliance: **PROFORMA-II**
- xiii) Authorisation for Attending Bid Opening: **PROFORMA-III**
- xiv) Proforma of Letter of Authority: **PROFORMA-IV**
- xv) Bid Security Declaration: **PROFORMA-V**
- xvi) Format for Undertaking by vendor on submission of Performance Bank Guarantee: **PROFORMA-VI**
- xvii) Format for Performance Bank Guarantee: **PROFORMA-VII**
- xviii) Contract Agreement Form: **PROFORMA-VIII**
- xix) Format of undertaking by Bidders towards submission of authentic information / documents: **PROFORMA-IX**
- xx) Certificate of Compliance of Financial Criteria: **PROFORMA-X**
- xxi) Certificate of Annual Turnover & Net Worth: **PROFORMA-XI**
- xxii) Proforma for Undertaking from TPI: **PROFORMA-XII**
- xxiii) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India: **PROFORMA-XIII**
- xxiv) Estimated CIF value of items at the time of import: **PROFORMA-XIV**
- xxv) Format of agreement between bidder and their parent Company / 100% subsidiary Company **PROFORMA - XV**
- xxvi) Parent Company / Subsidiary Company Guarantee **PROFORMA - XVI**
- xxvii) 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 **PROFORMA - XVII**

- xxviii) Format of Performance Bank Guarantee for ultimate parent / supporting Company **PROFORMA - XVIII**
- xxix) Parent / Ultimate Parent / Holding Company's Corporate Guarantee Towards Financial Standing **PROFORMA - XIX**
- xxx) QCBS Checklist: **PROFORMA-XX**
- xxxi) Technical Evaluation Sheet: **PROFORMA-XXI**
- xxxii) Commercial Check List: **PROFORMA-XXII**
- xxxiii) Other Annexures, Exhibits & Appendices

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 in the name of the bidder in whose name the Bid Document has been issued.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour 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 Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address.

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 No. 8.0.
- c) Integrity Pact, digitally signed by OIL's competent personnel as attached with the bid document to be digitally signed by the bidder's Authorised representative.
- d) Copy of Priced Bid (**PROFORMA-A**) without indicating prices.
- e) Statement of Non-compliance as per **PROFORMA-II**.
- f) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
- g) Bid Security Declaration as per **PROFORMA-V**.
- h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be straightway rejected.

(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-A**
- b) Bid form as per **PROFORMA-I**
- c) Items (if any) to be imported with the CIF values as per **PROFORMA-XIV**

The Price Bid Format containing the prices along with the currency quoted (INR) and any other commercial information pertaining to the service offered.

6.0 BID FORM: The bidder shall complete the Bid Form and upload the same along with their Technical 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 performance of the Contract and must not be subject to variation on any account, except as otherwise mentioned in the bid document.
- 7.3 All duties (except basic customs duty on imported items for whose exemption necessary recommendation letter to DGH shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, 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 quoted GST in the Price Bid Format. **For example, personal taxes and / or any corporate taxes arising out of the profits on the Contract as per rules of the country shall be borne by the bidder.**
- 8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
These are listed in BEC-BRC, Part-2 of the tender documents.
- 9.0 BID SECURITY:
Not Applicable, however, bidders shall submit along with their bid a signed "Bid Security Declaration" (PROFORMA-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the Contract and they fail to sign the Contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 10.0 PERIOD OF VALIDITY OF BIDS
- 10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 (One Hundred Twenty)** days from Bid Closing Date.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 9.0 (if applicable) shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.
- 11.0 SIGNING & SUBMISSION OF BIDS:
- 11.1 Signing of bids:
- 11.1.1 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.

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.

11.1.2 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 Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.

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

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

11.2 Submission of bids:

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 is available in “User Manual” 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 Price Bid Format and should be uploaded as ‘Attachment’ under “Notes & Attachments” Tab. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be submitted to **Chief General Manager (KGB&BEP), Oil India Ltd., KG Basin Project, D. NO. 11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India** on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

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

11.2.1 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-II** of the bid document and the same should be uploaded along with the Technical Bid.

11.2.2 Timely delivery of the documents in physical form as stated in **Para 11.2** 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.

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 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.

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

12.3 The documents in physical form as stated in **Para 11.2** 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.

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 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.

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

14.3 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 the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

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

16.0 BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission made pursuant to Clause 11.2, 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-III**) 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.
- 16.2 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.
- 16.3 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.
- 16.4 Bids which have been withdrawn pursuant to **Clause No. 14.0** 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.

- 16.9 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.
- 17.0 OPENING OF PRICED BIDS:
- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two-bid system, 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.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 17.4 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.
- 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.
- 18.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BEC-BRC, Part-2 of the Tender Documents.
- 18.1 ***Discounts / rebates:***
- 18.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.
- 18.1.2 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.
- 19.0 CONTACTING THE COMPANY:
- 19.1 Except as otherwise provided in **Clause 16.0** 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 16.6**.
- 19.2 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.
- 20.0 AWARD OF CONTRACT:
- 20.1 Award criteria: The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document,

provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

21.0 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.

22.0 NOTIFICATION OF AWARD:

22.1 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.

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

22.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 23.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 8.0** hereinabove.

23.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in **GCC Clause No. 10**.

24.0 SIGNING OF CONTRACT:

24.1 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.

24.2 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.

24.3 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. Action shall be taken as per OIL's Banning Policy.

25.0 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*.

26.0 MOBILISATION ADVANCE PAYMENT:

26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation 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.

26.2 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.

26.3 In the event of any extension to the mobilisation 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.

27.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

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

- 27.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 27.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 27.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 27.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 27.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-33, Sl. 404 of Customs Notification no. 50/2017-Cus dated. 30.06.2017 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 27.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 27.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.
- 28.0 INTEGRITY PACT:
- 28.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PART-5** 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 has 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.
- 28.1.1 In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.
- 28.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.), Ex-Secretary, Ministry of Heavy Industries and Public Enterprises.
E-mail ID: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail ID: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail ID: Ops2020@rediffmail.com

28.2.1 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.

29.0 LOCAL CONDITIONS:

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.

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.

30.0 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.

31.0 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:

- 31.1 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)].
- 31.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or Company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 31.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 31.4 The beneficial owner for the purpose of **Para 31.3** above will be as under:
- 31.4.1 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;
- 31.4.2 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 per cent of capital or profits of the partnership;
- 31.4.3 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 per cent of the property or capital or profits of such association or body of individuals;

- 31.4.4 Where no natural person is identified under (31.4.1) or (31.4.2) or (31.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 31.4.5 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 per cent 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.
- 31.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 31.6 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.
- 31.7 **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.
- 31.8 The bidders have to provide an undertaking as per **PROFORMA-XIII** along with their bid **complying** with **Clause No. 31.0**. 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.

END OF PART-1

PART-2

BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)

The bid shall conform generally to the specifications and terms and conditions given in this bid document duly supported with technical catalogue / literatures wherever required. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL EVALUATION CRITERIA

1.1 The Bidder must be incorporated in India and must maintain more than 20% local content for the offered services.

With regard to calculation of local content and submission of documents during bidding & execution of contracts, notification vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG** (or as amended from time to time) shall be applicable.

If such local content is not maintained during execution of Contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

In this regard, the bidder must submit documents as per Para 7.1.2 (b) of Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG. The bidder must submit in the technical bid a copy of Certificate of Incorporation, an undertaking from the authorized signatory of bid having the Power of Attorney and a certificate of statutory auditors / CA etc. stating the LC content of the bid.

1.2 Experience:

Bidder must be an oil and gas consultancy firm / Oil field Service Provider with experience in end to end capabilities in providing Well Engineering & Design inclusive of Drilling Program for offshore wells, Tubing Design & Well Completion Program for offshore wells, Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of offers and providing support during tendering and award of Drilling & Associated Services and PMC Services for Implementation of Drilling, Well Completion / suspension, Testing and Abandonment through well site supervision, monitor & control during execution of Offshore Wells. The bidders must meet the following conditions of experience:

1.2.1 Bidder must have successfully executed and completed at least One (01) **“SIMILAR Work”** through one single Contract or separate contracts in last Twelve (12) years for E&P companies / operators reckoned from the original Bid Closing Date of this tender.

Notes to Clause No. 1.2.1:

(i) **SIMILAR Work** hereinafter means “Experience in Well Engineering and Design inclusive of providing Drilling Program for offshore wells, Tubing Design & Well Completion Program for offshore wells, Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of offers and providing support during tendering and award of Drilling & Associated Services and PMC Services for Implementation of Drilling, Well Completion / Suspension, Testing and abandonment of Offshore Wells through well site supervision, monitor & control during execution.”

(ii) For proof of requisite experience of **“SIMILAR Work”**, self-attested photocopies of following documents must be submitted along with the bid:

- a) Work order / Contract Document(s) (Relevant pages of the Contract(s) executed) for each of the Contract(s).
- b) Any relevant document(s) showing details of work supported with Completion Certificate / Certificate of Final Payment / release of performance security issued by the end user for each of the contracts for proof of Actual Dates of Commencement and Completion.
- c) The names and addresses of the clients for each of the Contracts / projects.

1.2.2 The Base Drilling Manager to be deployed as per **Clauses C.1 & C.1.C of “Terms of Reference / Scope of Work”** must have the experience as mentioned in **Appendex-I** and of “PMC Services for Implementation of Drilling, Well Completion / Suspension, Testing and abandonment of Offshore Wells through supervision, monitor & control during execution” as Drilling Superintendent or above level for at least **one (01) project**. Other members of the integrated team to be deployed as per **Para A.2 & C.1, C.1.A & C.1.B of “Terms of Reference / Scope of Work”** must have the experience as mentioned in **Appendex-I** for job(s) in their respective domain mentioned under the **“SIMILAR Work”**. Bidder must furnish the Bio-Data (as per **Table 5**) of all the team members in the technical bid.

1.3 Bidder must have requisite QHSE policy and QMS in place which should meet or exceed established International Oil & Gas Industry Standards. Relevant supporting document(s) must be furnished in the technical bid.

1.4 Bidder must provide their confirmation / declaration along with the requisite documents in the technical bid, stating the following:

In the event of award of Contract,

(i) Entire Work shall be carried out as per the **“Terms of Reference / Scope of Work”** without any exceptions / deviations.

(ii) Team members of requisite experience & qualification as per **Clauses A.2 & C.1 of Scope of Work and Appendix-I**, shall be engaged for Phases 1 & 3. The bio-data of the team members along with proof of requisite Experience & Qualification shall be furnished for OIL’s approval before mobilisation for Phases 1 & 3 and only the OIL approved personnel shall be deployed in the execution phase.

(iii) State-of-the-art software & hardware shall be made available for carrying out Well engineering and Completion (WE&C) Design, Cost Estimation, Project Management Tool etc. The WE&C design will be able to model thermal effects during the well life.

(iv) OIL’s personnel shall be closely associated during all stages for all Phase activities like Well Engineering & Design inclusive of Drilling Program, Tubing Design & Well Completion Program, Tendering Stage and Project Management of execution phase etc. and **free on the job training** (including at Contractor’s workplace) shall be provided to OIL’s personnel allowing the usage of proposed software(s).

(v) All the PMC services that are essential & required, but not spelt out in the tender, shall be offered during execution of Phase 1, Phase 2, Phase 3 & Phase 4 without any additional cost to the Company so that exploration of Offshore block AN-OSHP-2018/1 (EAST), AN-OSHP-2018/2 (WEST) and KK/OSHP-2018/1 can be realized in a cost effective manner without compromising on Health, Safety, Environment & Security (HSES) aspects.

(vi) The Contractor's Well Engineering team shall be deputed for Kick off meeting & Data collection at Kakinada, Andhra Pradesh and work shall be started within **15 days from issue of Letter of Award (LOA) / Mobilisation Notice**. Also, the timeline as spelt out in the **Scope of Work** is accepted and shall be abided by during the execution of Contract.

1.5 Bid from Consortium of Companies:

In case the bidder is a Consortium of Companies provided the leader is incorporated in India and maintains more than 20% local content for the offered services as mentioned in **Clause 1.1** above, the following requirement should be satisfied by the bidder:

(a) The consortium / any member(s) of the consortium must satisfy **Experience Criteria Clause No. 1.2.1**. The documentary evidence of the same must be provided in the technical bid, as per **Note (ii) to Clause No. 1.2.1**. There must be clear indication of the jobs executed by each member.

The consortium must satisfy **Experience Criteria Clause No. 1.2.2** and furnish details accordingly in the technical bid.

Each member of the consortium must satisfy **Clause No. 1.3** and furnish supporting documents in the Technical Bid.

The Leader of the consortium must submit declaration / confirmation as per above **Clause No. 1.4** on behalf of the consortium, in the technical bid.

(b) The leader of the consortium must submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire Contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:

(d) Only the leader of the consortium should register in OIL's e-tender portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the Leader of the Consortium, which are taken in connection with and / or during the evaluation of the tender and execution of the Contract.

(e) The Performance Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members.

(f) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event Contract is awarded and he shall also be responsible for resolving

dispute / misunderstanding / undefined activities, if any, amongst all the consortium members.

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

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

(i) In case of consortium bids, the bid shall be digitally signed by the authorized signatory of the leader of the consortium. The Power of Attorney from each member of consortium authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.

(j) **Constitution of Consortium:** If during the evaluation of bid, a consortium leader proposes any alterations / changes in the constitution or replacement or inclusion or expulsion of any partner(s) / member(s) of the consortium which had originally submitted the bid, to drive some advantages / benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.

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

(l) Members of the consortium are not allowed to quote separately / independently against this tender. All such bids received against the tender shall be summarily rejected. Further, all bids from parties with technical support from the same/common Principal shall be rejected.

(m) Certified copies (attested by Director / Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid against the NIT and authorizing designated executives of each Company to sign in the MOU to be provided along with the technical bid.

(n) The MOU / Agreement should be legally valid i.e. it should be on a non-judicial stamp paper.

1.6 Bid submitted on the basis of technical experience of the parent / subsidiary Company:

Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in the BEC-BRC can also be considered provided the bidder is a subsidiary Company of the parent Company [supporting Company] in which the parent Company has 100% stake or parent Company can also be considered on the strength of its 100% subsidiary [supporting Company]. However, the parent / subsidiary Company of the bidder should on its own meet the technical experience criteria as stipulated in the Clause No. 1.2 and should not rely for meeting the technical experience criteria on its sister subsidiary / co-subsidiary Company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary Company is dependent upon the technical experience of the parent Company or vice-versa with a view to ensure commitment and involvement of the parent / subsidiary Company for successful execution of the Contract, **the participating bidder should enclose an Agreement (as per format enclosed at PROFORMA-XV) between the parent and the**

subsidiary Company or vice-versa and Parent / Subsidiary Guarantee (as per format enclosed at PROFORMA-XVI) from the parent / subsidiary Company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

1.7 Bid submitted on the basis of technical experience of sister subsidiary / co-subsidiary Company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the above BEC - BRC can also be considered based on the experience of their sister subsidiary / co-subsidiary Company within the ultimate parent / holding Company subject to meeting of the following conditions:

- i) The sister subsidiary / co-subsidiary Company and the bidding Company are both directly or indirectly owned 100% subsidiaries of an ultimate parent / holding Company. Documentary evidence to this effect to be submitted by the ultimate parent / holding Company along with the techno-commercial bid.
- ii) Provided that the sister subsidiary / co-subsidiary Company on its own meets the technical experience criteria as stipulated in the above BEC-BRC and not through any other arrangement like Technical Collaboration etc.
- iii) With a view to ensure commitment and involvement of the ultimate parent / holding Company for successful execution of the Contract, the participating bidder shall enclose an agreement (**as per format enclosed at PROFORMA-XVII**) between them, their ultimate parent / holding Company and their sister subsidiary / co-subsidiary Company, along with the technical bid.

Note: In the situations mentioned in Clause Nos. 1.6 and 1.7 above, following conditions are required to be fulfilled / documents to be submitted:

- (i) Undertaking by the supporting Company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-XVIII**, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding Company, in case the supported bidding Company is the successful bidder. In cases where foreign based supporting Company does not have permanent establishment in India, the bidding Company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting Company. In such case bidding Company shall furnish an undertaking that their foreign based supporting Company is not having any permanent establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the supporting Company to the effect that in addition to invoking the performance security submitted by the Contractor, the performance security provided by supporting Company shall be invoked by OIL due to non-performance of the Contractor.

1.8 Bidders have to get the documents submitted against **Clause No. 1.0 (except CVs / Bio-data of Personnel and documentary evidences for experiences mentioned in the respective CVs / Bio-data)** verified and certified by a Third Party Inspection Agency and submit the duly certified Inspection Certificate issued by the Agency along with the Technical Bid (to refer **Clause No. 7.0** for details).

2.0 FINANCIAL EVALUATION CRITERIA:

2.1 The bidder must have minimum Annual Financial Turnover of at least **INR 10.57 Crore** in any of preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports.

2.2 The Net Worth of the bidder must be positive for financial / accounting year preceding the original bid closing date.

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

2.3 Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months 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 affidavit / undertaking as per **PROFORMA-X** certifying that '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'.

2.4 For proof of Annual Turnover & Net worth, any one of the following document must be submitted along with the technical bid:

(i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XI**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.

OR

(ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested / digitally signed printed published accounts are also acceptable.

2.5 In case the bidder is a Central Govt. Organization / PSU / State Govt. Organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.

2.6 In case the bidder is a Government Department, they are exempted from submission of documents mentioned under **Para 2.3** and **2.4** above.

2.7 In case of bid from Consortium of Companies as per Clause 1.5, the average annual financial turnover in any of preceding three (3) financial years reckoned from the original bid closing date should be as per Clause 2.1 above for any member of the Consortium and minimum 50% of the value mentioned under Clause 2.1 above for

other members. The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.

In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ 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 or US\$. ***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.***

2.8 In case the bidder is a subsidiary Company (should be a 100% subsidiary of the parent / ultimate parent / holding Company) as per Clause 1.6 and 1.7, 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 are needed to be submitted along with the technical bid in support of the following:

i) Average Annual Turnover in any of the preceding three (3) financial years reckoned from the original bid closing date of the parent / ultimate parent / holding Company (supporting Company) shall be as per Clause 2.1 above.

ii) Net worth of the parent / ultimate parent / holding Company (supporting Company) should be positive for the accounting year preceding the bid closing date.

iii) Corporate Guarantee (**PROFORMA-XIX**) on **parent/ultimate parent/holding Company's (supporting Company)** letter head signed by an authorized official undertaking that they would financially support their subsidiary Company for executing the project / job in case the same is awarded to them, and

iv) Documents to substantiate that the bidder is a 100% subsidiary Company of the parent/ultimate/holding parent Company.

2.9 Bidders have to get the documents submitted against **BEC Clause No. 2.0** verified and certified by a Third Party Inspection Agency and submit the duly certified Inspection Certificate issued by the Agency along with the Technical Bid (to refer **Clause No. 7.0** for details).

3.0 COMMERCIAL EVALUATION CRITERIA

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

3.1 Bids shall be submitted under **Single-Stage Two-Bid System**. The Bidder has to submit both the "TECHNO-COMMERCIAL" and "PRICED" bid through electronic form in the OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & terms of Reference of the tender and Priced Bid as per the "Price Bidding Format" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender Portal. **There should not be any indication of price in the Techno-commercial Bid. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two-bid system.**

Note: The Bid 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.

3.2 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. Bids with adjustable price terms will be rejected.

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

3.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (as per **PROFORMA-V**) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the Contract and they fail to sign the Contract; they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

3.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal 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. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

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

3.7 Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.

3.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has / have digitally signed the Bid.

3.9 Bidders shall bear, within the quoted rate, the corporate income tax as applicable on the income from the Contract.

3.10 Bidders shall bear, within the quoted rate, all taxes, duties, levies etc., but, excluding GST. GST as applicable shall be payable extra.

3.11 Any Bid containing false statement will be rejected.

3.12 Conditional offers will be rejected.

3.13 The 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.

3.14 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (**PROFORMA-A**) of Bid Document, otherwise the Bid will be summarily rejected.

3.15 Any bid received by Company after deadline for submission of bids prescribed herein in any form will be rejected.

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

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

4.0 GENERAL EVALUATION CRITERIA

4.1 In case Bidder takes exception to any clause of Tender 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 the Company. The loading so done by the Company will be final and binding on the Bidders.

4.2 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 in “ONE GO” on or before the deadline given by the Company, failing which the offer will be summarily rejected.

4.3 Any exception or deviation to the Tender requirements must be tabulated in **PROFORMA-II** of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.4 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.

4.5 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

4.6 The Company reserves the right to cancel / withdraw the tender or annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of Company's action.

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

5.0 The bids qualifying as per terms of **Clauses 1.0, 2.0, 3.0 & 4.0** shall be eligible for evaluation through **Quality and Cost Based Selection (QCBS) Methodology** wherein bids shall be evaluated both in terms of Quality as well as Quoted Price. **The relative weightage assigned for Quality is 30% and the weightage for the Quoted Price is 70% i.e. (Quality : Quoted Price = 30:70).**

5.1 Evaluation of Bids for QUALITY:

The marks allocated against various subsections under **Quality** of Bid shall be as under:

Sl. No.	Quality Parameters		Max. Marks
(a)	Experience of Manpower offered to be deployed by Bidder under this Contract as per Scope of Work and Appendix-I (Information to be provided as per Table 1)	Marks per unit	20
i)	Experience of Drilling Engineer (Well Engineering) in offshore drilling operation / offshore well engineering & designing or combined in years. (Min. one person).	0.5 for 5 to <10 yrs. 1 for >10 yrs.	
ii)	Experience of Well Completions Engineer (Completions Design) in Design of Well Completion and well testing assignments in offshore operations. (Min. one person).	0.5 for 5 to <10 yrs. 1 for >10 yrs.	
iii)	Experience of Base Drilling Manager-1 in offshore Drilling Operations in years.	1 for 15 to <20 yrs. 2 for >20 yrs.	
iv)	Experience of Base Drilling Manager-1 in offshore Drilling Operations at Drilling Superintendent or above level in years.	1 for 7 to <10 yrs. 2 for >10 yrs.	
v)	Experience of Base Drilling Manager-2 in offshore Drilling Operations in years.	1 for 15 to <20 yrs. 2 for >20 yrs.	
vi)	Experience of Base Drilling Manager-2 in offshore Drilling Operations at Drilling Superintendent or above level in years.	1 for 7 to <10 yrs. 2 for >10 yrs.	
vii)	Experience of Well Site Drilling Supervisor-1 in offshore Drilling Operations in years.	1 for 15 to <20 yrs. 2 for >20 yrs.	
viii)	Experience of Well Site Drilling Supervisor-1 as Well Site Drilling Supervisor in offshore drilling units in years.	1 for 7 to <10 yrs. 1.5 for >10 yrs.	
ix)	Experience of Well Site Drilling Supervisor-2 in offshore Drilling Operations in years.	1 for 15 to <20 yrs. 2 for >20 yrs.	
x)	Experience of Well Site Drilling Supervisor-2 as Well Site Drilling Supervisor in offshore drilling units in years.	1 for 7 to <10 yrs. 1.5 for >10 yrs.	
xi)	Experience of Well Site Drilling Engineer-1 in offshore Drilling Operations in years.	1 for 10 to <12 yrs. 1.5 for >12 yrs.	
xii)	Experience of Well Site Drilling Engineer-2 in offshore Drilling Operations in years.	1 for 10 to <12 yrs. 1.5 for >12 yrs.	

(b)	Bidder's Experience in Well Engineering & Design including Drilling Program, Tubing Design & Well Completion Program for offshore block exploration projects as per Scope of Work for Phase 1 in past Twelve years reckoned from the original Bid closing date of this tender (Information to be provided as per Table 2)	Marks per unit	5
i)	Experience of designing and completion of One Offshore Well.	1	
ii)	Experience of designing and completion of Three Offshore Wells.	2	
iii)	Experience of designing and completion of Five Offshore Wells.	3	
iv)	Experience of designing and completion of Seven Offshore Wells.	4	
v)	Experience of designing and completion of Nine Offshore Wells.	5	
(c)	Bidder's PMC Experience in Implementation of Well-Site Supervision, Monitor & Control Services during Execution of drilling & associated services for Exploration in offshore block projects as per Scope of Work, Phase 3 in past Twelve years reckoned from the original Bid closing date of this tender (Information to be provided as per Table 4)	Marks per unit	5
i)	Experience in Well Site supervision and monitoring of One Offshore Well.	1	
ii)	Experience in Well Site supervision and monitoring of Three Offshore Wells.	2	
iii)	Experience in Well Site supervision and monitoring of Five Offshore Wells.	3	
iv)	Experience in Well Site supervision and monitoring of Seven Offshore Wells.	4	
v)	Experience in Well Site supervision and monitoring of Nine Offshore Wells.	5	
TOTAL			30

Notes:

I. The period for all type of experiences in above table should be reckoned from the original Bid closing date of this tender.

II. It shall be the bidder's responsibility to ensure submission of unambiguous /

clear and sufficient documentary evidence in support of the evaluation criteria.

III. It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed in **PROFORMA-XX** and submit the same along with the technical bid.

IV. OIL reserves the right to verify any or all data / document / information provided by the bidder. False statement by Bidder will make it liable for appropriate action.

V. The **Minimum Qualifying Marks** that a bidder shall have to score in Quality Criteria is **15 Marks (Out of 30 marks)**, as shown in the Computation Table above. Bidders not scoring the minimum qualifying marks in Quality Criteria shall be rejected.

5.2 Price bid evaluation:

a) Price Bids shall be opened in respect of only the technically qualified bidders whose bids have been found to be substantially responsive (i.e. the bid that meets the terms and conditions of the Tender and / or the acceptance of which will not result in indeterminate liability on OIL) and have scored **Minimum Qualifying Marks in Quality Criteria of Quality and Cost Based Selection (QCBS) Process**.

b) The bidders must quote their Prices in the manner as called for vide Price Bid Format [**PROFORMA-A**].

c) The Price Bids shall be evaluated **considering the Total quoted price inclusive of all liabilities and GST as per the PRICE BID FORMAT**.

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

e) Total evaluated cost for comparison purpose will be evaluated as given below:

$$\text{TOTAL EVALUATED COST (C)} = \text{I} + \text{quoted GST}$$

Where,

$$\text{I} = \text{Total Cost for Phase 1, 2, 3 \& 4}$$

f) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

g) Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be rejected straightway.

3.2 Inter-se-ranking of the qualified bids:

A. To ascertain the inter-se-ranking of the bids, the Quality & Cost Based Selection (**QCBS**) methodology as mentioned below shall be adopted:

An **Evaluated Bid Score (B)** will be calculated for each bid using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * (1-X)$$

Where,

C = Evaluated Bid Price of the bidder

C_{low} = Lowest of the evaluated bid prices among responsive bids

T = Total marks (must be >=15) obtained by the bidder against *Quality* criteria

T_{high} = Total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.7 (The weightage for *Quality* is 30 and the weightage for the *Quoted price* is 70)

Note: The **Evaluated Bid Score (B)** shall be considered up to two decimal places.

B. The bid with the **highest Evaluated Bid Score (B)** will be **recommended for award of Contract**.

C. In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against **Quality criteria** will be recommended for award of Contract.

D. In case, two or more bidders have same highest Evaluated Bid Score (B) and same marks against **Quality criteria**, then the selection will be made by draw of lots between those parties.

6.0 CRITERIA FOR PURCHASE PREFERENCE: In the QCBS system, as the evaluation of the price is based on total Evaluated Bid Score (B) i.e. Combined score of both Quality & Quoted Prices, **Purchase Preference Policy for MSE / Local Content shall not be applicable**

7.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES

Oil India Limited (OIL) has engaged 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-BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is tabulated below:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net

iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL-Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

7.1 The Bidders have to get verified and certified the various documents required against BEC-BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate issued by the Inspection Agencies along with the Technical Bid of the Tender as per the format prescribed in **PROFORMA-XII**. 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.

7.2 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-BRC without getting all / some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead 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.

7.3 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 - Bid Rejection Criteria (BEC-BRC) 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-BRC 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-BRC 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 categorised as under:
 - **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of Company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - **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
 - **Technical Criteria**
 - To check Experience Proof - Completion Certificates, Reference contact verification, Original Work Order / Contract Copy and any other document(s), if called for vide BEC-BRC of the Tender.
 - **Financial Criteria**
 - Check and verify Audited Balance Sheet / CA certificate
 - To check the Line of Credit, if incorporated in the tender.

Note:

- i. If any documents LOI / LOA / Contracts etc. are submitted towards BEC-BRC 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-XII**) enclosed should be submitted along with the Bid.

8.0 Bidders have to submit a duly filled **TECHNICAL EVALUATION CHECKLIST & COMMERCIAL CHECKLIST** enclosed as **PROFORMAS-XXI & XXII**, along with the technical bid.

Formats for Information to be furnished by the bidders for bid evaluation

Table 1: Previous Offshore Experience of Manpower offered to be deployed by Bidder under this Contract

Discipline	Personnel Experience, Years					Remarks
	5 to <10	10 to <15	15 to <20	20 to 25	> 25	
Drilling Engineer (Well Engineering)						
Well Completions Engineer (Completions Design)						
Geologist/Geo-physicist/Petro Physicist (Well Engineering)						
Base Drilling Manager						
Wellsite Drilling Supervisor						
Wellsite Drilling Engineer						
Material & Logistics Management						
Any other discipline						

Table 2: Experience in Well Engineering & Completion design for Exploration in offshore block projects as per Scope of Work, Phase 1 in past Twelve years reckoned from the original Bid closing date of this tender

Sl. No.	Project Details	Contract details	Client	Location	Period	Supporting Doc. Ref. no.

Table 3: PMC Experience in Preparation of Technical bid packages, Selection criteria and Support for tendering & award of drilling & associated services for Execution of Drilling, Well Completion / Suspension & Testing for Exploration in offshore block projects as per Scope of Work, Phase 2 in past Twelve years reckoned from the original Bid closing date of this tender

Sl. No.	Project Details	Contract details	Client	Location	Period	Supporting Doc. Ref. no.

Table 4: PMC Experience in Implementation of Well-Site Supervision & Monitor & Control Services during Execution of drilling & associated services etc., for Drilling, Well Completion / Suspension & Testing for Exploration in offshore block projects as per Scope of Work, Phase 3 in past Twelve years reckoned from the original Bid closing date of this tender

Sl. No.	Project Details	Contact details of Reference	Client	Location	Period

Table 5: Resume / Details of Key Personnel offered by Bidder for the work

Paste Passport size photo

1. Basic information

1	Position as per the Contract (Drilling Engineer-Well Engineering / Geologist / Geo-physicist/Petro-physicist / Well Completions Engineer (Completions Design) / Base Drilling Manager/ Wellsite Drilling Supervisor/ Wellsite Drilling Engineer/ Manager-Materials & Logistics)	
2	Name	
3	Father's Name	
4	Date (DD/MM/YYYY) & place of birth	
5	Nationality	
6	Mother tongue	
7	Fluency in English (tick)	Reading / Speaking / Writing
8	Present Address	
9	E-mail ID	
10	Presently working in (organisation& country)	
11	Presently working as (position/ designation)	

2. Qualification (in the order of basic/lowest to highest)

Sl. No.	Designated qualification/ course/ degree	Duration of the course (years/ months)	Year of commencement to completion	Name of Institution & country	Board/ University/ Institution awarded the degree/ qualification
1					
2					
3					
4					

3. Experience from starting to present

Sl. No.	Designation (worked in the position)	Date of joining	Date of leaving	Name of organization & country	Type of organization (E&P/ Service provider etc.)	Nature of job & responsibilities
1						
2						
3						
4						

4. Details of Experience & Expertise to meet the Contract stipulated experience criteria:**5. Additional information on experience (if any):**

[Please add page if required]

Note: Documentary evidences in support of above and stipulated experience & qualification criteria as per scope of work are to be submitted along with the techno-commercial bid and also in time for approval by OIL prior to deployment.

END OF PART-2

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 Company / OIL / Operator:

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

1.2.2 Contractor:

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

1.2.3 Contract:

Shall mean a written agreement between the Company and the Contractor for execution of the services / works including all Contract documents and subsequent amendments, if any.

1.2.4 Site:

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

1.2.5 Company's Site Representative / Engineer:

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

1.2.6 Sub-contract:

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

1.2.7 Sub-contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which Contractor is required to provide to the Company for / under the Contract and amendments thereto.

1.2.13 Drawings:

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

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender / Contract document regarding method and manner of performing the services and qualities of the service / materials to be provided under the Contract and also as modified by the Company / its site representative during the execution of Contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

3.3 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:

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

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

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

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

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

- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 (three) months**.

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

- 12.1 Claims:** Contractor agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of Company. Company may, at its option, pay and discharge any liens or overdue charges for Contractor's equipment, labour, materials, services and supplies under this Contract and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to Contractor hereunder.
- 12.2 Notice of claims:** Contractor or Company, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the Contract. Each party shall confer with the other concerning the defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.
- 12.3 Taxes:**
- 12.3.1** Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the Contractor on account of payments received by it from the Company for the work done under this Contract. It shall be the responsibility of Contractor to submit to the concerned Indian authorities, the returns and all other concerned documents required for

this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

- 12.3.2** Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.
- 12.3.3** Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 12.3.4** The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 12.3.9** Contractor shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the Contract. The Contractor should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
 - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
 - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, Contractor/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The Contractor should mention the Place of supply in the invoice raised under

GST Law.

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

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

12.4.7 Beyond the Contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services,

shall be to OIL's account.

- 12.4.8** Claim for payment of GST / Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** The Contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1** Contractor shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the Contract. The Contractor shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2** Contractor will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 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.

15.2 The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from. Neither Company nor its servants, agents, nominees, assignees,

contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and Sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3** The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.
- 15.4** The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, contractors or Sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub- contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, assignees, contractors, Sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub- contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.8** The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and Sub- contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such

injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and/or Company's right to forfeit the Performance Bank Guarantee(s) in terms of the Contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between Contractor and Oil India Limited, and that Oil India Limited is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that Oil India Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ Contractor expressly agrees, acknowledges and understands that Oil India Limited is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, bidder / Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this Contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING / ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 Contractor shall not, without Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection

therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information which is:

- a) possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or
- b) required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

26.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the Contract.

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

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

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

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the Contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** Manner of Payment: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 27.4** Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 27.5** Invoices: ~~Mobilization charges (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 contractors with the EPFO / ESI authorities, where deemed necessary. However, before making payment of the last bill / invoice of the Contractor, the Company may verify the details / status of the payment towards EPF / ESI made by the Contractor from the authorities / official website of EPF / ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the Contractor is found to be incorrect the Company shall take appropriate action against the Contractor in accordance with law.

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

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

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

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

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

31.0 FORCE MAJEURE:

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

caused by Contractor's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the Company and the Contractor and civil commotions, lockout not attributable to the Contractor.

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

33.2 Defective work not remedied by Contractor.

- 33.3** Claims by Company's recognized sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- 33.4** Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the Contractor.
- 33.5** Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Contractor, under any circumstances in the opinion of Company, may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv) Any payment due from Contractor in respect of unauthorised imports.

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

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

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in East Godavari District of Andhra Pradesh and Principal Bench of Andhra Pradesh High Court at Nelapadu.

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

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

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

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

35.0 LABOUR LAWS:

- i) Contractor shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, Company's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) Contractor shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.
- v) Contractor shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the Contractor.
- vii) Contractor must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, Contractor must obtain ESI Code under Employees State Insurance Act.

- viii) Contractor being the employer of the labours / personnel to be engaged under the Contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the Company indemnified in respect thereof. If however, Company requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, Company shall recover such amount from the outstanding dues payable to the Contractor under the Contract or any other Contract(s).
- ix) Contractor shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. Contractor shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The Contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his Sub-contractor.

36.0 STATUTORY REQUIREMENTS:

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

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

- 37.1** It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-contractors hired by Contractor comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the Contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

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

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in Contractor's account. Variation in case of custom duty on CIF value declared by the bidder shall be to Company account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased / decreased cost of the works under the Contract through increased / decreased liability of taxes and / or duties, required to be paid by the Contractor, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company / Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes / duties are disputed by Company / Contractor.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the Contractor's account, where delay in completion

/mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to Company's account.

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

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

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

ii. Corporate taxes and Fringe benefit tax in respect of Contractor and all of their Sub-contractors, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of Sub-contractors, vendors, agents etc. of the Contractor.

iv. Any liability on the Contractor, which was accrued under the old law or Contract, which the Contractor is obligated to pay either to the Company or to the Government Authority.

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

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

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

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

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

40.0 SEVERABILITY:

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

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

The information and documents furnished by the bidder/Contractor in respect of the tender/Contract are accepted by Company to be true and genuine. However, if it comes to the notice of the Company anytime either during the pendency of the tender or after award of the Contract or after completion the Contract that a Bidder/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 (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd 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) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date

of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

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

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

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

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

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

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

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

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

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

42.5 Exclusions

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/Contractor and/or with any other person involved or connected or dealing with bid/Contract/bidder/Contractor.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/Contractor.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

- 44.1 Termination on expiry of the Contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless OIL has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.
- 44.2 Termination of Contract for death:** If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies then unless, the Company is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Company is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of Contract. The decision of the Company in such assessment shall be final & binding on the parties. In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of Contractor's firm liable for any damages for non-completion of the Contract.
- 44.3 Termination on account of Force Majeure:** Unless the Contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 [above](#).
- 44.4 Termination on account of insolvency:** In the event that the Contractor or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the Company shall, by a notice in writing have the right to

terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

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

- 44.5 Termination for Unsatisfactory Performance:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not as per the provision of the Contract, the Company shall notify the Contractor in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company. In the event Contractor rectifies its non-performance to the satisfaction of the Company, the option of termination may not be exercised by the Company. If however Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days' notice. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- 44.6 Termination due to change of ownership and Assignment:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's written consent, the Company may at its option, terminate this Contract. Company shall not be however under any obligation to accord consent to the Contractor for change of ownership & assignment of the Contract.
- 44.7** If at any time during the term of this Contract, breakdown of Contractor's equipment results in contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 44.8 Termination for delay in mobilization:** Contractor is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of Contract. If the Contractor (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the Contract, the right to terminate the Contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that

reasonably require some action or forbearance after such termination.

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Contract shall stand terminated and shall cease to be in force from the date of such notification by the Company. Thereafter the Contractor shall stop forthwith any of the work then in progress, except those work which the Company may, in writing, require to be done to safeguard any property or work, or installations from damages, and the Company may take over the remaining unfinished work of the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of its sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Company may take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company.

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

SECTION - II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK

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/ description for any materials, tools, equipment, services etc., which the Contractor shall satisfy or adhere to in the performance of the work.

1. PROJECT OBJECTIVE:

- OIL INDIA LIMITED (OIL) intends to hire **“PMC SERVICES”** for well planning, tendering support, monitoring and supervision of **Three (03) Exploratory offshore wells (Water Depth: 40 meters to 500 meters)** with a provision for additional maximum **two (02) Exploratory offshore wells (Water Depth: 40 meters to 500 meters)** at the same rates, terms and conditions; following safe, environment friendly and industry standard practices as briefed below. The quantity of additional wells may be reduced at the discretion of OIL.
- Suspend / Complete / Abandon the wells as per the Drilling / Completion / Abandonment Program requirements.

2. EXPLORATION AREAS:

2.1 Andaman & Nicobar Basins (East & West) in Offshore Area:

The wells will be drilled in East Offshore Block AN-OSHP-2018/1 and West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India referred to as the Contract Area in accordance with the drilling program. The offshore part of the block AN-OSHP-2018/1 measuring an area of 3669.25 Sq. km & block AN-OSHP-2018/2 measuring an area of 5947.45 Sq. km (total acreages of 9616.7 sq. km) have been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India (GOI) on 16.07.2019, under its “Open Acreage Licensing Policy” (OALP), to Oil India Limited (OIL), A Govt. of India Enterprise (with 100% stake as the Operator) for the Block. PEL for Offshore part was granted by Govt of India (GOI) on 30.08.2019. Both the blocks have some on land part as mentioned in Table & figure below for which PEL was granted by UT of A&N administration on 02.09.2020.

Sl. No.	Basin	Block Name	Total Area (Sq. Km)	Wells (Nos.)	Offshore Area (Sq. Km.)	Onland Area (Sq. Km.)
1	ANDAMAN - NICOBAR	AN-OSHP-2018/1 (EAST)	3669.25	4	3438.61	230.64
2		AN-OSHP-2018/2 (WEST)	5947.45	4	5928.78	18.67

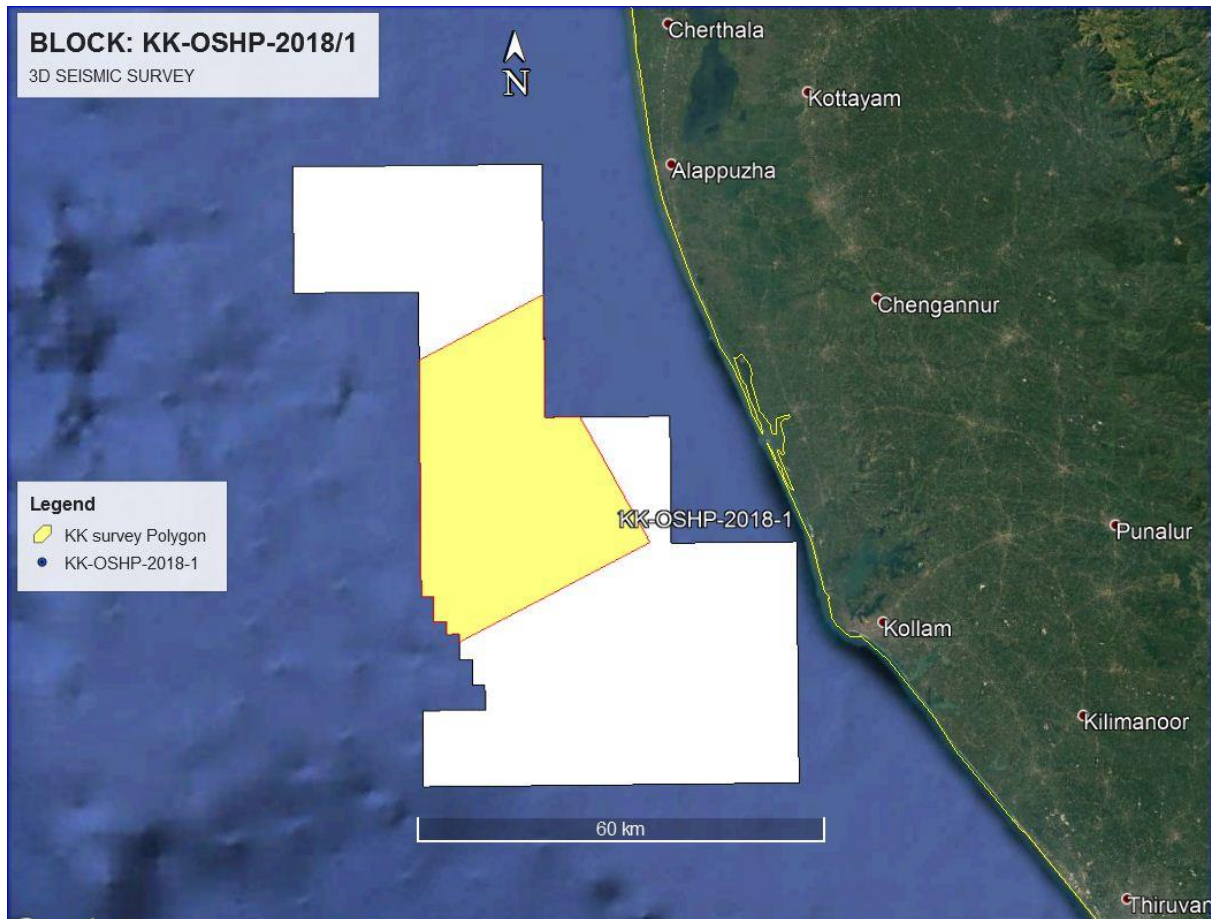


A. Basic Data of the Wells in Andaman & Nicobar Basins (East & West): Will be provided to successful provider immediate to mobilization.

B. Tentative Casing & Mud Program for Wells in Andaman & Nicobar Basins: Will be provided to successful provider immediate to mobilization.

2.2 Kerala Konkan Block in Offshore Area:

The wells will be drilled in East Kerala Konkan Basin, KK-OSHP-2018/1 of India referred to as the Contract Area in accordance with the drilling program. The offshore part of the block KK-OSHP-2018/1 measuring an area of 3519.69 sq.km was awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India (GOI) on 16.07.2019, under its “Open Acreage Licensing Policy” (OALP), to Oil India Limited (OIL), A Govt. of India Enterprise (with 100% stake as the Operator) for the Block for Drilling 2 (two) exploratory wells as per Minimum Work Programme (MWP). Govt of India (GOI) has granted PEL for the block on 30.08.2019 and valid upto 05.08.2023. The boundary of the block is given in figure below:



A. Basic Data of the Wells in Kerala - Konkan Offshore Basins: Will be provided to successful provider immediate to mobilization.

B. Tentative Casing & Mud Program for Wells in Kerala - Konkan Offshore Basins: Will be provided to successful provider immediate to mobilization.

3. **MOBILE OFFSHORE DRILLING UNIT (MODU):**

Semi-Submersible or Anchor moored Drill-ship or Jackups depending upon the water depth on which it is to be deployed.

4. **TENTATIVE SCHEDULE & LOGISTICS:**

a) **Date of commencement of Drilling:** Tentatively in the Month of June' 2023

b) **Tentative Operating days:** Approximately 90 days for Drilling + 30 days for well testing / Completion / Abandonment for each offshore exploratory well.

c) **Logistical Support / Supply Base:** Company shall Operate from a third party operated shore base yard at Kakinada, Andhra Pradesh, India / Tuticorin, Tamilnadu, India for Blocks AN-OSHP-2018/1 & AN-OSHP-2018/2 and Kerala / Karnataka / Goa, India for Block KK-OSHP-2018/1; from where all supplies like casing, bits, mud chemicals, liquid mud, cement, Pot water, fuel etc., shall be supplied by third party hired OSVs. However for crew change & emergency evacuation of personnel, air lifting for any emergency materials or other works including liaison with air and sea logistics authorities, third party air and sea logistics services will be available at Portblair in case of Andaman & Nicobar Offshore operations and Kerala / Karnataka / Goa in case of Kerala - Konkan Offshore Block operations. The communications to the nearest Town

from where the offshore drilling site is located will be approachable via Supply Boat or by Helicopter.

5. OBJECTIVE OF THE SERVICES FOR OFFSHORE EXPLORATORY WELLS:

OIL intends to hire Expert Services from Experienced & Reputed Domain Experts for “Peer Review of Well Engineering and Design”; “Tubing Design and Well Completion Program”; “Preparation of Technical bid packages, Selection criteria for various Services to be hired and provide support during tendering and award of Drilling & Associated Services”; “Preparation of all documents as per statutory requirements”; “Supervision, Monitoring & Execution of Drilling, Completion / Suspension / Abandonment & Testing operations”; “Managing Logistics & Materials” and “Closeout” operations for the offshore exploratory wells for execution of operations and successful completion of the well following industry standards, in a safe and environment friendly manner. Services for Monitoring, Supervision & Troubleshooting will be required at site (Drilling Location and Shore) as well as from base office. Quality and Value of Time is the essence of the desired services with the following minimum objectives, but not limited to:

- ✓ Well engineering and its importance.
- ✓ Rig selection and materials requirement.
- ✓ Well completion and abandonment policy.
- ✓ Operational efficiency comprising of Piling, Mobilization etc.
- ✓ Well spudding and completion by MLS and installation.
- ✓ Tendering Procedure, terms and conditions and practices
- ✓ Preparation of all documents as per statutory requirements
- ✓ Execution of Offshore Drilling Operations
- ✓ Close out

The Contractor must have adequate relevant experience and reputation to provide the expert services for “Well Engineering and Supervision, Tendering, Selection & Award of Drilling Services, Monitoring & Execution of Drilling & Completion Operations for Offshore Wells” in order to ensure capability of rendering quality services under the scope.

6. GENERAL SCOPE:

Under the scope of work, the Contractor shall be required to provide following expert technical services for the exploratory offshore wells:

- Peer Review of Well Engineering and Design inclusive of Drilling Program
- Tubing Design and Well Completion Program
- Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of offers and provide all necessary support during tendering and award of Drilling & Associated Services.
- Preparation of all documents as per statutory requirements including liaising with concerned government authorities.
- Monitoring, Supervision & Control during Execution of Offshore Drilling, Completion, Suspension, Testing and Abandonment operations”
- Management of Logistics and Materials
- Closeout

The Contractor shall report at Kakinada office of OIL **within 15 days** from the date of issue of **Letter of Award (LOA) / Mobilisation Notice** to collect relevant data / documents and interact with OIL-team. The Contractor shall be responsible to collect data from OIL, review the entire Well Engineering, Design, Drilling, Suspension and Abandonment program including QHSE aspects. The Contractor should also do the

Tubing design, Well Completion and Testing program. They shall provide Reviewed / Revised & Optimized details of Well Engineering & Design, Drilling Program along with Tubing design, Well Completion and Testing programs of the well and a detailed presentation to be given to OIL.

Subsequent to OIL's approval for Well Engineering and Design, Drilling & Completion program including QHSE aspects, the Contractor shall Prepare Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of offers, provide all necessary support during tendering and award of Drilling & Associated Services including preparation of all documents as per statutory requirements including liaising with concerned government authorities. The Contractor shall be responsible for execution of drilling, completion / suspension, testing and abandonment operations of the offshore wells through monitoring, supervision & troubleshooting from well site as well as from base by deployment of competent personnel for respective position / domain as per the scope of work. The Contractor shall also be responsible for management of logistics, well site inventory management and materials for smooth running of the entire operation and close out.

The Contractor shall deploy competent personnel, established process, and appropriate hardware and software packages etc., for effective and successful execution of the Contract.

Contractor shall have and use all software which is necessary for Peer review of Well Engineering & Design and other services under the scope of work for successful drilling, completion, testing, suspension and abandonment of the offshore wells. The Contractor shall allow OIL to access these Software(s). For Well Engineering Some of these are enumerated below:

- a) Well Design
- b) Rig Selection
- c) Casing & Tubing Design
- d) Casing Seat Selection
- e) BHA Design
- f) Drilling Fluid & Completion Fluid Design
- g) Hydraulics Design
- h) Cementing Design
- i) Pore Pressure prediction
- j) Well Control
- k) Cost estimation
- l) Any other software that may be required for efficient & effective Well Engineering & Planning and execution of operations.

Note: Contractor is required to identify & consider specific requirement of Temperature, Pore Pressure and Fracture Gradient, expected lithology, Reservoir Conditions and operational & environmental conditions like sea bed conditions & current, Cyclone prone area, Statutory compliances like Coastal Reserve Zone (CRZ), Environmental Clearances (EC), OMR, DGMS, OISD etc., After completion of the peer review for Well engineering, tubing Design and Well Completion, the Contractor shall submit & present the same along with cost estimation (-10 % to 30 % accuracy) to OIL for review and approval.

7. BROAD SCOPE OF WORK FOR OFFSHORE EXPLORATORY WELLS:

The services under this scope are required in four phases as below:

PART-A (Phase 1 & Phase 2): Pre Drilling Phase

Phase-1 (Optional):

- (i) “Peer Review of Well Engineering and Design inclusive of Drilling Program”
- (ii) “Tubing Design and Well Completion Program”

Phase-2: Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of Offers and provide all necessary support during tendering and award of Drilling & Associated Services, Well Completion & Testing Services / Suspension services and Abandonment Services (as applicable), preparation of all documents as per statutory requirements including liaising with concerned government authorities.

PART-B (Phase 3 & Phase 4): Operational & Close Out Phases

Phase-3: Supervision, Monitor & Control during Execution of Drilling, Completion / Suspension (as applicable), Testing and Abandonment of Offshore Wells

Phase-4: Close out

Notes:

- i) The above scope of services for Phase 1, Phase 2, Phase 3 & Phase 4 are indicative purpose only (also detailed as below). The Contractor shall offer all the services that are essential, but not spelt out and without which this project cannot be completed, for realization of the project as a whole without compromising on Health, Safety, Environment & Security (HSES) aspects.
- ii) The jobs will be carried out phase by phase and may be called off at the end of any phase or at any activity within the phase(s) at OIL’s discretion in which case, the payment will be made for the actual Work done till the date of termination. The decision criteria for OIL to continue with the next phase / services are based on the quality of the work, work progress, analytical understanding of the data by the Contractor. However, decisions regarding moving forward to the next phase will be conveyed in advance, without affecting the timeline for project completion.
- iii) The Company expects adherence of Contractor to the tentative time schedule as given in **Appendix-II** and to the Responsibility Matrix as given in **Appendix -III**.

A. PHASE-1: Services for Peer Review of “Well Engineering and Design inclusive of Drilling Program” & “Tubing Design and Well Completion Program” of Offshore Wells

a) The well engineering team shall comprise **at least one competent Drilling Engineer (Well Engineering), one competent Geologist / Geo-physicist / Petro-physicist (Well Engineering) and One Well Completion Engineer (Completion Design)** who shall meet the stipulated (hereafter in this Scope of work) experience and qualification criteria. The well engineering and design team shall report at Kakinada office of OIL **within 15 days** from the date of issue of **Letter of Award (LOA) / Mobilisation Notice** to collect relevant data/documents and interact with OIL-team, review and work on the followings, but not limited to.

- i) Comprehensive Study of Offshore Wells drilled (Offset wells) including Proposed Locations w.r.to Well Engineering & Completions for Andaman & Nicobar blocks (East & West) and Kerala Konkan block.
- ii) Consideration of Formation Properties Pore Pressure, Fracture Pressure, Temperature Profile, Location of Permeable Zones & heterogeneities, Location of fresh water sands, presence of H₂S & CO₂ in to the study.
- iii) Borehole stability assessment
- iv) Detailed Well Design including Basis of Design
- v) Selection of optimum trajectory for the holes with respect to well surface location and the target reservoir level - Well Path / Trajectory Design (if required)
- vi) Casing & Tubing Design
- vii) Casing Seat Selection
- viii) BHA Design
- ix) Drilling Fluid & Completion Fluid Design with programmes
- x) Cementing Program and Design
- xi) Bit Programme, Drill String Design and Hydraulics Design & Optimization
- xii) Phase wise Planned Drilling Time Log for the wells
- xiii) Wire line logging requirement at various stages and programs thereof.
- xiv) Detailed Drilling Program and Procedures for each phase & operation (including operational steps in details, BHA / String and parameters to be followed)
- xv) Well head, X-mass tree, Packers, Connections selection
- xvi) Testing and Completion Material Specifications
- xvii) Detailed Testing & Completion Program and Procedures
- xviii) Evaluation Programme Strategy & Design
- xix) Preparation of Bridging Documents related to all operations, services and HSE
- xx) Well control programme and procedures based on the known well pressure profile
- xxi) Contingency Programme and procedures including Oil Spill
- xxii) Optimized logistics solution with cost – benefit analysis
- xxiii) Operations Team Set-up (Manpower and Equipment Requirements)
- xxiv) Well suspension / abandonment programme
- xxv) One page drilling montage (should include all the relevant well information)
- xxvi) Risk Matrix
- xxvii) HAZID / HAZOP & QRA
- xxviii)QHSES Compliance & Safety Programmes
- xxix) AFE Preparation including agreed contingency fund
- xxx) Well / Project cost model & estimate accurate within -10% to +30% with cost reduction recommendations
- xxxi) Any other services or activity or activities required for completion of the work under this services

b) **Deliverables:** The following are to be performed and completed by the Well Engineering Team **within 60 days** from the date of issue of Letter of Award (LOA) / Mobilization Notice. The deliverables under Well Design shall cover the following:

- (i) Offset Well review
- (ii) Estimate uncertainty on geophysical pick and geological prognosis
- (iii) Describe geological key risks
- (iv) Review / construction of Temperature-Depth Relationship
- (v) Well trajectory
- (vi) Casing and tubing Design
- (vii) Multi-string interaction and wellhead movement analysis for given casing design (if applicable).
- (viii) Tubular, tubular connections, surface equipment and down hole equipment & tools specifications and recommendations.

- (ix) Establish Drilling Time-Depth curve
- (x) Detailed list of all assumptions or data utilized including all calculations in determining the final design.
- (xi) Detailed drilling programme including:
 - a. *QHSES compliance and safety programme*
 - b. *Geological summery*
 - c. *Well Control procedures*
 - d. *Risk Assessment/register*
 - e. *BOP & pressure test requirements*
 - f. *Summary of operations*
 - g. *Operational Reporting*
 - h. *Equipment*
 - i. *Preparations*
 - j. *Detailed Operational procedures*
 - k. *Drilling Fluid(s)*
 - l. *Bottom hole assemblies including jar placement*
 - m. *Drill Bits*
 - n. *Torque drag and hydraulics simulations*
 - o. *Logging / data acquisition programme*
 - p. *Mudlogging sampling*
 - q. *Wellhead and casing*
 - r. *Cementing programme*
 - s. *GTO / Well schematics*
- (xii) Completion programme including:
 - a. *Clean up and packer fluid operations*
 - b. *Well head & production tree*
 - c. *Completion*
 - d. *Perforating strategy*
 - e. *Testing*
- (xiii) Suspension / abandonment programme:
 - a. *Detailed operational procedures*
 - b. *Contingency plans*

Notes:

- i) Upon review of the data and documents made available, the Contractor's Well Engineering and Design Team should submit optimized, corrected / edited and reproduced information / data / documents etc. (as applicable) pertaining to all the required and relevant information / data / documents etc. but not limited to the above. The detailed engineering design of casing program for the wells shall be done considering Gas kick and utilizing temperature modelling and tri-axial stress analysis software for casing and completion designs. Well Engineering/designing shall be carried out using the industry recognized and proven software like "Landmark WellCat" or equivalent for offshore Well engineering & designing application.
- ii) Upon review, if any of the work / document is found to be not up to the mark / standard, the same is/are to be rectified and remade.
- iii) The Contractor's personnel will take stock of the entire Well Engineering & Design work and documentation provided by OIL and in case of any shortcomings that shall be fulfilled by the Contractor's personnel. If any document is found to be missing or not prepared, that shall be prepared and submitted by the Contractor's personnel.

iv) The Contractor Shall make detailed presentation to OIL at Project office located in Kakinada, AP on the methodology & outcome of Peer Review of “Well Engineering and Design inclusive of Drilling Program”, “Tubing Design and Well Completion Program” for the offshore wells to be drilled in Andaman & Nicobar Blocks & Kerala Konkan Block for OIL’s approval.

v) The Company will review & approve the “Well Engineering and Design inclusive of Drilling Program”, “Tubing Design and Well Completion Program” with recommendations, if any, **within 10 days** from the date of submission by the PMC service provider. This time period includes incorporation of OIL’s recommendations on the final (draft) of Well Engineering & design – if any on mutually agreed changes, in the design and submission of the Final engineering & design files with all documents (i.e. three sets of printed version along with soft version) since OIL’s team will be closely associated with Contractor’s work.

vi) Both soft and hard copies of the desired information / reports / documents under the scope are to be submitted.

A.1 Deployment:

1. OIL’s Project team shall interact continuously with the Consultant / Contractor as the same involves data collection, many iterations, close involvement and progress review. The Company shall provide office space at Kakinada furnished with basic office infrastructure for the Consultant’s Project Team comprising of key experts in respective disciplines as required for the work in progress. However, the Service provider / Contractor shall arrange for office set-up with Laptop / Desktop computers, Printers, Papers, Ink Cartridges, transportation, accommodation & food etc., for their personnel deployed at Kakinada at their own cost.

2. Relevant persons of the Contractor / Consultant may have to travel to Kakinada for discussions, meetings, as per the requirement of the work.

3. The Contractor’s infrastructure / facilities, as applicable, at their operational / designated area may be utilised to arrive best outcome in the interest of project.

A.2 Personnel:

The Consulting Firm shall provide qualified engineering team as per **Appendix-I** for the services mentioned in A.

- Requirement at OIL’s office at Kakinada: Relevant persons may have to travel to Kakinada for discussions, meetings, as per the requirements of the work, including:
 - One Geologist / Geo-physicist / Petro-Physicist (Well Engineering)
 - One Drilling Engineer (Drilling Design / Well Engineering)
 - One Well Completion Engineer (Completion Design)
- The well engineering team should be available during the entire duration of the Contract to provide advice / reply of queries before the commencement of actual implementation of proposed & approved programs and during subsequent phases like engagement of Offshore Drilling & Allied Services, Completion / Suspension, Testing, abandonment services etc. This team will act as Round the clock Operations Support as and when required by operations team for safe and efficient execution of operations. During execution of drilling, due to any complications from Surface / Subsea / sub surface / environmental problems, if

the accepted design, needs any changes, the well engineering team should carry out the redesign at no extra cost to OIL.

- All members of the Well Engineering Team should be able to communicate in English. The CVs of Well Engineering Team must be provided in the technical bid.

B. PHASE-2: Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of Offers and provide all necessary support during tendering and award of Drilling & Associated Services, Well Completion and Testing Services / Suspension Services / Abandonment Services (as applicable), Preparation of all documents as per statutory requirements including liaising with concerned government authorities.

Tendering and Procurement support for material & services will include but not limited to preparation of scope of work / technical specifications, bid rejection & bid evaluation criteria, special T&C, Schedule of Rates & Penalties, price bid format, cost estimate (as per OIL's cost estimation policy), technical evaluation of bids, mobilisation strategy (for material and services under bundled/individual service contracts as best suited), etc. in consultation with OIL team. The nature & quantification of the material & services to be hired under bundled / individual services Contract shall be finalised based on the outcome of Phase 1 in consultation with OIL team. The service to be provided under this phase 2 is as follows, but not limited to.

- To identify & provide Procurement Strategy including selection of experienced & suitable vendors for procurement of materials and services & evaluation thereof in line with OIL's policy.
- Selection Criteria for Drilling & Associated Services, Well Completion & Testing / suspension of Offshore Wells
- To prepare cost estimates, technical specifications, scope of work (SOW), mobilisation strategy, Special terms and conditions of the Contract (SCC), Schedule of Rates (SoR), Schedule of Penalties (SoP), price bid format and Technical Bid Evaluation Criteria and Procedure for Drilling & Associated Services, Well Completion & Testing / suspension / abandonment etc. of Offshore Wells.
- Associated Contract Services, Specification & Selection Criteria and Procedure & evaluation of tenders.
- Tendering Support
- To participate in Pre-bid conference related to hiring of various services including review of specifications (if any) in order to freeze the SoW, BRC/BEC, SCC, SoR, SoP, etc. and suggest the OIL team accordingly
- To prepare suitable replies for OIL to the queries raised by bidders (against the tenders floated), during the pre-bid conference.
- To carry out techno-commercial evaluation of bids received against tenders including communications for clarifications as required in consultation with OIL.
- Inspection and approval requirement of Offshore Drilling rig and associated services, materials etc.
- Associated Services Manpower requirement and selection criteria viz. qualification, experience etc. including Supervisory Services to be provided.
- To assist OIL in preparation of draft Contract Agreement for each tender.
- Maintain a data base of soft copy of all tender documents, addendums / corrigendum, various correspondence, etc.
- Preparation of all documents as per statutory requirements.
- Liaising with concerned government authorities.
- Any other activity or activities required for completion of the work under this phase.

- Relevant persons may have to travel to Kakinada for discussions, meetings, as per the requirements of the work (Minimum once per month for a period of five working days).

Note: OIL shall have complete discretion to take the final decision for any mode of external communications.

C. PHASE-3: Supervision, Monitor & Control Services during Execution of Drilling, Completion/ Suspension (as applicable), Testing and Abandonment of Offshore Wells

The requirements of services in this phase are as follows:

- After engaging Drilling & its Associated Services for Drilling of Offshore Wells, all the operations shall commence immediately as per the planned schedule with strict adherence to Project Evaluation & Review Technique (PERT) and Critical Path Method (CPM) of Integrated Project Management Plan submitted by the Contractor during Phase 1. The tentative commencement date for the Operations Phase shall be intimated 30 days in advance by Company and actual commencement date shall be intimated 7 days before commencement of operation.
- The Contractor, as a representative of Company, shall be directly responsible for the monitoring, supervision, troubleshooting, coordination, execution and evaluation of drilling, completion & testing operations according to the drilling programs professionally and efficiently.
- The Contractor should undertake to give all the required specialized technical support to their designated persons, if required, in the effective discharge of their duties at no additional costs to Company. Company will pay the Contractor only as per the day rates for the positions asked for.
- The Contractor shall provide 24 hours supervision at the well site throughout the campaign period. Contractor shall ensure that the job be executed according to the program, in an effective and safe manner without any harm to equipment, personnel and the environment. The Contractor shall supervise the operations at the well-site by having competent Drilling Supervisors (DS) & Drilling Engineer who must have adequate practical & theoretical knowledge, experience, expertise and confidence in deep water offshore drilling operations in order to meet the requirements of the services. The DS will give written instructions and the sequence of operations to the "Rig Contractor's OIM / Tool-pusher" and to all relevant service providers present on the rig. The Well Site Supervisor is responsible to authorize all operational plans at the well site.

Well-Site Supervision Services (Offshore Wells):

Services Requirements:

- i) The Contractor shall be directly responsible for Supervision, Monitor & Control Services including cost control during Execution of Drilling, Completion / Suspension (as applicable), Testing and Abandonment etc., of Offshore Wells according to the approved programs and in co-ordination with OIL's representative.
- ii) The Contractor should provide 24 x 7 basis supervision at the well site throughout this phase for drilling completion / Suspension, testing etc. of the wells.
- iii) The Contractor should ensure that the jobs be executed as per approved

programs for each operations of drilling, well completion / suspension, testing activities etc. in an effective and safe manner without any harm to equipment, personnel or the environment.

iv) The Contractor should supervise the operations / activities at the platform / rig / well-site. The DS will give written instructions to the “Rig Contractor’s Drilling OIM / Toolpusher” and to all relevant service providers present on the platform / rig and will supervise whether the instruction(s) are being followed as per the advice or not.

v) The Contractor’s Base Drilling Manager shall suggest and provide direct solution in consultation with their concerned team if required for mitigating any operational and down hole problems encountered during drilling operations and shall be implemented with due approval from OIL Management. No additional charges shall be payable against such job/service.

vi) To coordinate / synchronize the mobilization / demobilization / interim mobilization / interim demobilization of various services as per project management plan.

vii) Any other activity or activities required for completion of the work under this phase.

Q-HSE:

a. To prepare and implement Safety Management Plan of OIL for ensuring all the activities under the Project Management Consultancy are directed, planned, and conducted safely as per HSE / Safety/ Environment Management Systems.

b. To ensure Health, Safety and Environment policies, standards and procedures of all statutory organizations are implemented at the rig-site.

c. To conduct safety meetings on the rig for the entire well-site team applicable under Safety Management System [such as Pit Level Meeting, Tool box meeting, Job safety Analysis, Pre job safety meeting etc.].

d. Responsible for managing the Emergency Response Plan and Drills.

e. To ensure submission of legal compliance and statutory norms as prescribed by the regulatory authorities.

Planning and Coordination:

- Forecast and plan all requirements as per the drilling program (equipment, materials, personnel, supplies, and services etc.).

- Ensure material requests are issued in a timely manner to avoid disruption of operations.

- Prepare standard equipment list in a timely manner for such phase of the well.

- Plan, schedule and call-out other services required for drilling and completing the well.

- Preparation of weekly, fortnightly and monthly plan in consultation with Base Drilling Manager and all service provider representatives

- Conducting Fortnightly project progress review meeting (with detailed presentation) between Company and Service Providers representatives.

- In the event of any problem on the well or delays in any of the operations, directly provide solution after consultation with the respective domain in-charges & well engineering team.

- Coordinates the drilling program operations with the Company Representative(s), Rig Services representative, and representatives of other services to ensure compliance with work programs, project procedure and Contract requirements.

- Responsible to ensure proper well control procedures are in place and authority during well control is agreed and known to everyone.
- Review well programs, BHA Design, Hydraulic design, Trajectory design, Torque & Drag etc.

Communication:

- To be the focal point for all the project participants on the site and responsible for coordinating with Operator representatives.
- Report on daily basis and as required with the Base Drilling Manager & OIL officials.
- Prepare and communicate the daily drilling report (DDR).
- Immediate reporting of any unwanted / untoward incident or accident
- Document within 24 hours any incidents of failure.
- Liaison with Government authorities' / officials / audit whenever required or advised by OIL.

C.1 The Contractor shall provide qualified engineering team as per **Appendix-I** for the services mentioned in C. The team shall consist minimum of:

• Manager (Material & Logistics)	: 660 (390 + 270) mandays
• Base Drilling Manager (for Drilling, Completion / Suspension, testing, abandonment etc.)	: 600 (360 + 240) mandays
• Offshore Drilling Supervisor (for Drilling)	: 600 (360 + 240) mandays
• Offshore Drilling Engineer (for Drilling)	: 600 (360 + 240) mandays

Notes:

1. The mandays considered above are for Drilling 5 wells (3 firm + 2 optional) in offshore blocks.
2. All the above personnel / technical experts to be deployed for this Contract shall be the employee of the bidder at the time of Original Bid Closing Date. In case of any new recruits to be deployed, the bidder shall submit **signed consent letter** from the personnel clearly indicating his willingness to work for the bidder in case the Contract is awarded to the bidder. Bidder to also submit previous experience documents as documentary evidences along with the bid.
3. Since the Contract shall be evaluated based on QCBS for the personnel to be deployed, the bidder may submit up to 5 bio data of the personnel out of which any one of them will be deployed for particular domain. However, in QCBS evaluation, the least quality person(s) shall be considered for marking.
4. As one of the methodologies for evaluating the successful bidder is based on the experience of the personnel to be deployed, under QCBS evaluation, the Contractor shall deploy the same personnel, whose CV was submitted at the time of bid submission, from start to end of the Contract duration. However, under unavoidable circumstances, the bidder has no other option, but to change the particular domain person(s) with a new incumbent, then the new incumbent must have the same or higher qualification criteria considered under QCBS and shall be deployed only after obtaining OIL's approval.
5. Contractor is required to provide Operator (OIL) with qualified, experienced and competent Well Site Drilling Supervisor and Drilling Engineer on rig for the services mentioned in **C.1.A below**. These personnel have to maintain 24 hours supervision of operations on the rig.
6. Well Site Drilling Supervisor and Drilling Engineers shall be fluent in speaking, reading and writing English.
7. Company may advise Contractor for Drilling an optional (2) wells at its own discretion. Contracted mandays charges quoted shall remain same for drilling such optional well. The quantity of optional wells may be reduced at the discretion of OIL.

8. All the personnel deployed by the Contractor should be fluent in English and their CVs must be provided along-with the bid clearly stating all their HSE and industry training, years of experience etc.
9. Replacement / change of deployed persons are to be done every 28 days from the day of deployment on rig. In case of unavoidable circumstances, the period may be extended to maximum 35 days with due permission from OIL-authority. In no case the deployed persons can leave rig without having competent reliever/replacement in place meeting stipulated experience and qualification criteria of bid / Contract. OIL may consider earlier change / replacement if situation demands
10. For completing the required services, if any of the domain expert is required, but not mentioned above, the Contractor shall arrange such domain expert without any charges to Company.

C.1.A Responsibilities of Well Site Drilling Supervisor and Drilling Engineer

- Provide continuous 24 hours supervision and control for all the operations at the well site.
- Responsible for checking and ensuring on site all Equipment (e.g. casings handling equipment, drilling jars, MWD etc.) Well Materials (e.g. casings, liner hangers, wellheads, tubings, packers etc.) and Well consumables (e.g. bits, mud additives, cement additives etc.) are stocked in appropriate quantity and handled in an appropriate manner at the well-site.
- Responsible for keeping up-to-date account of all consumables (i.e. daily consumption & up-to-date inventory).
- Issue standing instructions to drillers and implement at all times the required numbers of barriers (e.g. two barriers) are always maintained after spudding.
- Responsible to implement constant Bottom Hole Pressure during well control situation and to report any such well control incident in a precise manner with all relevant details.
- Supervision of lowering / Assembly / handling / operations of subsea well control system wellhead, Riser & other subsea equipment / accessories / items and mudline suspension system.
- Ensure all shallow tests on Motors, MWDs & LWDs are carried prior; to running in hole.
- Ensure that correct Directional BHAs are run in and the well trajectory is as per the plan.
- Ensure that Drill string trips / Casing lowering operations are done in efficient and safe manner.
- Implement the survey program as per the drilling program.
- Responsible to implement as required all pressure tests (e.g. BOP, Casings / tubing, High Pressure lines, Wellheads, X-mas Trees) as per the drilling program.
- Responsible to implement all required drills (H₂S, BOP, Fire etc.) at the well-site.
- Responsible to verify drilling fluids are mixed as per the mud program and required solids control equipment are operated at each phase of the well.
- Responsible to ensure required minimum stock of mud chemicals and cement is always maintained at the rig-site.
- Responsible to ensure flow checks, FITs, LOTs are conducted as required by the drilling program.
- Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.
- Perform independently all cementing calculations and cross-check with cementing service provider to avoid discrepancies and supervises all cementing operations.
- Responsible to collect required drill water samples, dry cement and cement slurry samples for future verification.

- Supervise all well completion running and flow testing operations.
- Coordinate with Operator's Representative(s) for operational matters and on-site Geologist for selecting landing points and well paths during drilling of reservoir section.
- Coordinate with Operator's on-site logging representative to implement logging program.
- Supervise and ensure safe and efficient rig move.
- To make & ensure fortnightly look ahead plan for jobs to be executed for drilling & availability of resources.
- Any other work that may be required for smooth, safe and efficient execution of operation with respect to drilling, completion, testing and abandonment.

Performance & Cost Monitoring

- Ensure timely drilling, Completion / suspension, Testing, abandonment and other service Packages.
- Evaluate results versus goals and performance of service companies.
- Record daily cost.
- Control and maintain an inventory of well material and well consumables transferred to and from & rig. Ensure that required materials, consumables and services are available as per plan.
- Monitor the non-productive time and technical performance of the drilling & allied services, Completion, Testing and all other Service Package activities etc., Plan and ensure optimum offline operations of the rig to utilize full potential of the rig and to maximize productivity
- Suggest to engineering any needs for corrective actions in operations to assure a process of continuous improvement
- Ensuring Fixed Price delivery of all Service packages in line with the cost estimation
- Compile all reports including but not limited to IADC, pressure test charts, daily drilling reports, casing tallies, tubing tallies, as End of Well Reports to be handed over to Operator

Deployment of Facilities / Equipment / Accessories / Hardware / Software

The Company shall provide office and lodging facilities at the rig / platform site free of charge for Well Site Drilling Supervisors and Drilling Engineers. The offices shall be furnished and equipped with proper office infrastructure and communication facilities. Appropriate software packages & any other requirement shall be provided by the Bidder / Contractor for carrying out the above-mentioned activities in an efficient manner.

Personnel

- One Drilling Supervisor (for rig)
- One Drilling Engineer (for rig)

Notes:

(i) Bidder/ Contractor are required to provide Operator (OIL) with qualified, experienced and competent Well Site Drilling Supervisor and Drilling Engineer on rig for the services mentioned in **C.1** above. These personnel have to maintain 24 hours supervision of operations on the rig.

(ii) The personnel shall be made available throughout the period of the Contract. Well Site Supervisors / Engineers are required to report on a 24 hours basis all

activities at the well-site. Well Site Drilling Supervisors and Drilling Engineers shall be fluent in speaking, reading and writing English.

(iii) Replacement / change of deployed persons are to be done every 28 days from the day of deployment on rig. In case of unavoidable circumstances, the period may be extended to maximum 35 days with due permission from OIL-authority. In no case the deployed persons can leave rig without having competent reliever / replacement in place meeting stipulated experience and qualification criteria of bid / Contract. OIL may consider earlier change / replacement if situation demands

(iv) Responsibility and cost towards Mobilization / demobilization and replacement / change of the persons to / from Shore-base will be borne by the bidder / Contractor except from Shore-base to Rig and back to Shore-base which will be arranged by OIL.

C.1.B Logistics & Material Management:

The bidder / Contractor on behalf of OIL will be responsible for materials management and to co-ordinate and manage the Shore-base & Logistics (air, Marine & shore-base) services which will be rendered by other service providers in order to keep the offshore drilling operation uninterrupted. **One competent person (Manager-Materials & Logistics)** shall be provided round the clock availability (24x7) by the bidder/ Contractor, who will be stationed mainly at Shore-base (Kakinada / Tuticorin / Port Blair / Kerala / Karnataka / Goa) during the campaign, who will be responsible for the following. Place of posting (Kakinada / Tuticorin / Port Blair / Kerala / Karnataka / Goa) will be decided by OIL and will be intimated in time.

Responsibilities & Accountabilities of Manager (Logistics and Material):

Responsibilities of the person to be deployed for the services will be overall management of Air, Marine & other Logistics and Materials management on behalf of OIL but not limited to the following:

- Liaison / Coordination with the Rig-authorities, Shore-base & Logistics Service providers, Port / Airport Authorities, Government/ Non-Government authorities & OIL authorities as required and manage Air, Marine other logistics for –
 - a) Crew movement to and fro MODU and Base in time,
 - b) Supply of materials in time as per requirement for uninterrupted operation of the MODU.
- Understand the role and responsibilities of the Shore-base & Logistics service providers as per T&C of the Contract / contracts and Monitoring of their activities on behalf of OIL.
- Liaison / Coordination with Shore-base & Logistics service providers and concerned authorities (Government / non-government) and ensure each and every helicopter sortie & OSV trip is done in time/as per schedule and necessity.
- Forward planning to supply required materials including rig fuel to the offshore rig in time for uninterrupted operation. Inform OIL authority in time for necessary action in case stock nears minimum stock to be maintained.
- Keeping account & record of materials received and dispatched by Service Providers / other contractors and stock with them at Shore bases.
- Work related to obtaining of permission / approval / consent etc. required from Government / non-government authorities in connection with the logistics and materials. In this connection, endorsement / document required if any from OIL, will be arranged.

- Keeping up-to-date account and inventory of materials at Shore bases & Rig.
- Receiving and dispatching of Materials owned by OIL and keeping account / record of such Incoming & Outgoing materials and stock thereof.
- Keeping details record of each and every helicopter sortie & OSV trip including details of materials dispatched.
- Keeping account of material consumption and preparation of statement / report of the same.
- Inform OIL-authorities if any deficiency observed on the part of the other service providers for shore-based facilities & logistics. OIL shall be informed about any scenario / situation / incident etc. that may yield significant impact on drilling / rig operations.
- Any other work not listed herein and / or as per directives of OIL but related to logistic and materials management.
- Daily Reporting to OIL base office with latest updates and submission of weekly / fortnightly / monthly report as per requirement of OIL.
- Any other activity or activities required for completion of the work.

Facilities / Equipment/ Accessories / Hardware / Software & Other Conditions

- i) Only Office space and communication facility in office at Shore-base (either at Kakinada or at Tuticorin or at Port Blair or at Kerala or at Karnataka or at Goa) will be provided by OIL. OIL will neither provide nor borne any expenses towards other boarding, lodging, conveyance / transport, Food, beverages etc. and any other requirement.
- ii) The person may have to travel from shore base to OIL's base office and may have to go to the offshore rig also to perform responsibilities & duties as per scope of work or as per directives of OIL-authorities, for which transport / conveyance & accommodation will be arranged by OIL. If he needs to stay on board, accommodation and food will be arranged on board by OIL. Mode of travel will be decided by OIL based on destination & gravity of urgency. In case of air / ship, it will be cheapest available economic class; in case of train for applicable places, it will be restricted to two tier AC (1st class AC if AC-II-tier is not available) and in case of road, it will be by any AC car / bus. In case hotel accommodation is required, it will be restricted to three star single room only but subject to availability. OIL will neither provide nor bear any expenses towards Food, beverages etc., on-route expenses and any other expenses / requirement.
- iii) Responsibility and cost towards Mobilization / demobilization and replacement / change of the person) will be borne by the bidder / Contractor.
- iv) Software for materials management or inventory control may be used to ensure quality of the desired services but at no additional cost to OIL.
- v) Replacement / change of deployed person is allowed but not before 28 days from the day of each reporting / deployment at shore-base. In no case the deployed person can leave Shore-base without having competent reliever / replacement in place meeting stipulated experience and qualification criteria of bid / Contract. OIL may consider earlier change / replacement if situation demands.

C.1.C Operation Management Service:

Bidder / Contractor shall be responsible for and required to provide the services mentioned here under through deployment of one qualified, experienced and competent **“Base Drilling Manager - BDM”** at base office of OIL in Kakinada. The person must have sound knowledge and ability to carry out well engineering and designing works for deep water offshore wells (including deep water). The service shall be made available throughout the period of the Contract and the designated person’s service will be for 24 hours x 7 days on call basis with normal working hours of OIL on each & everyday (including Sundays / holidays). He must be fluent in speaking, reading and writing English.

Responsibilities & Accountabilities:

Responsibilities & accountabilities of the bidder/Contractor and the deployed **Base Drilling Manager (BDM)** for the purpose of operation management include the following but not limited to the same:

- i) Overall responsibility and accountability for Monitoring, Coordination and Execution of drilling, completion, testing and abandonment operations of the well / wells as per Well Engineering, Programs.
- ii) Implement Bit and BHA design proposal, hydraulic program & optimization and best drilling practices for drilling performance optimization
- iii) Monitor performance benchmarks, Time-Depth curve and monitor & analyze NPT. Suggest and implement suitable changes to improve drilling efficiency based on Experience, Lessons Learnt and Best Practices
- iv) Monitor the daily well progress and advise necessary changes / deviations to be made from the well design and well program during the course of execution.
- v) Monitor performance of the wellsite Drilling Supervisor (DS), wellsite Drilling Engineer (DE) & manager (materials & Logistics) at shore-base and ensure quality output. The BDM will have full control and command on well-site DS & DE and suggest / advise corrective actions as required for enhancement of operational efficiency.
- vi) Monitoring performance of the service providers for smooth and uninterrupted operation and reporting of deficiencies observed and suggest corrective actions to OIL-authorities and act as per decision.
- vii) Coordinate between the various services of well construction, to facilitate good communication between all participants contributing to the success of the project.
- viii) Coordinate with RTOC team & OIL authorities for operational troubleshooting and decision making.
- ix) Establish Risk Register and develop mitigation or contingency strategies.
- x) Ensure Health, Safety and Environment policies, standards and procedures of the Company and all statutory procedures are implemented at the rig-site
- xi) Ensure that the emergency response plans are in place and understood by all at the rig site.
- xii) Responsible to ensure proper well control procedures are in place and will prepare bridging documents as required.
- xiii) Plan and forecast all requirements (equipment, personnel, supplies, and services) as per the drilling program and preparation of standard equipment list in a timely manner for each phase of the well.
- xiv) Monitor and ensure material requests get issued in a timely manner to avoid any disruption of operation.
- xv) Developing system (in coordination with well site Drilling Supervisor & Drilling Engineer) to control and maintain an inventory of well material and well consumables transferred to and from rig.
- xvi) Preparation of weekly and fortnightly plan in consultation with Drilling Supervisor

& Drilling Engineer on rig and service providers for smooth and efficient running of operations.

- xvii) Plan, schedule and call-out other services required for drilling, completion, testing and abandonment of the well.
- xviii) Study / Analyse daily well report and note positives & shortcoming / lapses and prepare case history / lessons learnt.
- xix) Review of well engineering & design as / if required and reengineering of well / wells including review of well programs in case of side-tracking, Change in trajectory or well program.
- xx) Any other work that may be required for smooth, safe and efficient execution of operation with respect to drilling, completion, testing and abandonment of the well(s).

NOTE: At times the Base Drilling Manger may have to go and stay for short period at Shore-base(s) and/or Rig for specific purpose as per decision / directive of OIL-authority. If OIL intends, such requirements must have to be fulfilled.

Facilities / Equipment / Accessories / Hardware / Software & Other Conditions

- i) Operator (OIL) will provide office facility only at Kakinada in OIL's office. The office for the person shall be furnished and with computer facilities.
- ii) Appropriate hardware & software packages & any other requirement shall be provided by the Bidder / Contractor for carrying out the above-mentioned activities in an efficient manner.
- iii) Accommodation and transport facility required for the designated person & services under the scope will be arranged and provided by the bidder / Contractor at its own cost. Accommodation should be in and around Kakinada for easy and quick access.
- iv) Responsibility and cost towards Mobilization / demobilization and replacement / change of the person to / from base office of OIL in Kakinada will be borne by the bidder/Contractor.
- v) In case the person needs to go to Shore-base and / or Rig, transport / conveyance & accommodation will be arranged by OIL. If he needs to stay on board, accommodation and food will be arranged on board by OIL. Mode of travel will be decided by OIL based on destination & gravity of urgency. In case of air, it will be cheapest available economic class; in case of train, it will be 1st class AC (II class AC if 1st class is not available) and in case of road, it will be by any AC car. In case hotel accommodation is required, it will be restricted to five star single room only but subject to availability. OIL will neither provide nor bear any expenses towards Food, beverages etc., on-route expenses and any other expenses/requirement.
- vi) Replacement / change of deployed person is allowed but not before 28 days from the day of each reporting at OIL-base office in Kakinada. In no case the deployed person can leave station (Kakinada Office) without having competent reliever / replacement in place meeting stipulated experience and qualification criteria of bid / Contract. OIL may consider earlier change / replacement if situation demands.

Table I – Contractor’s Personnel (For Phase-3)

Position	Total per day	Day Shift	Night Shift	Off / Reliever	Allocated against the Contract	Unit
Base Drilling Manager	1	1		1	2	Number
Wellsite Drilling Supervisor	1	1		1	2	Number
Wellsite Drilling Engineer	1		1	1	2	Number
Manager-Materials & Logistics	1	1		1	2	Number

D. PHASE 4: Close Out

The Closeout Phase shall comprise the detailed documentation of operations conducted and the final status of the drilled well / wells. On completion of operations a full set of well reports, together with a lessons learnt database, will be generated for future reference. Post well operations review to include End of Well Report but not limited to the following:

- i) General Well Data
- ii) Brief Summary of Operations
- iii) Comparison of planned v/s actual time as per Drilling Time Log. Rig efficiency analysis.
- iv) Casing and tubing tallies
- v) Lost time analysis
- vi) Cost reconciliation report including summary by section, AFE vs. actual analysis, variance explanation, cost reduction recommendations
- vii) LOTs (if any conducted) and pressure testing of all casing and tubing
- viii) Bit Records and drilling BHAs
- ix) Mud Recap
- x) Cementing Reports
- xi) Well Complications and equipment failures & Lessons learnt
- xii) Comprehensive Project Report: Comprehensive Project Report shall be read as a **“Project Closure Report” or “End Project Report”** which is the final document that assesses the success of the project and also catalogs the project deliverables. The report should contain at least following documents:
 - a. Executive summery
 - b. Project economics / business Case and its Review
 - c. Updated Project Management Plan
 - d. Updated Issue Register
 - e. Lessons Learnt Report
 - f. The project manager’s overview of its successes and failures
 - g. Review of the objectives – targets and strategies
 - h. Review of the team performance

- Project Handbook

The basic idea of such a handbook is to have a virtually complete compendium that contains literally everything that corresponds to the project for future reference and guidance for new project. The handbook will contain at least the following documents:

- Initiation phase: Project Vision, Main Stakeholders, Project Goal, Project Charter, Requirements and Specifications, procedure for Meetings, Milestones etc.
- Planning phase: Project Scope, Project Schedule, Project Budget, Risk Management Plan, Contract Management Plan, Controlling Tools, Project Communication Plan, Acceptance Procedures etc.
- Execution and Control: Kick-off Meeting, Project Status Meetings, Risk Management and Problem Solving, Review Meetings, Records, Changes and Claims, Preliminary Acceptance criteria etc.
- Closure: Procedure for Project Records management, Change procedure, final Acceptance, project Closure etc.

- Project Risk Register

The Project Risk Register should contain at least the following details:

- The source of risk data (i.e. Historical, expert judgment, status of project etc.)
- Risk category (e.g. technical, external, project management etc.) and their sub category (e.g. category: technical, sub category: technical, requirement, quality etc.)
- The risk breakdown structure identification number
- A brief description or name of the risk to make the risk easy to discuss
- The impact (or consequence) if event actually occurs rated on an integer scale. Preferably the scale should be quantitative.
- The probability or likelihood of its occurrence rated on an integer scale
- The Risk Score/risk exposures/ Risk Rating (i.e. the multiplication of Probability and Impact and is often used to rank the risks)
- Mitigation/response plan.
- Risk Triggers to identify the risk symptoms or warning signs
- Risk Ownership
- Residual risk

- To close out of contracts in accordance with the Contract terms & conditions. The commercial close out will include legal and financial reconciliations.

Notes:

- After completion of each well, the Project Management Consultant shall submit a draft well completion report (WCR) **within 20 days** to OIL for review and comments. The Contractor shall submit the final report of the same incorporating Company's comments **within 30 days** of completion of each well.
- These reports shall be submitted to Company in hardcopy (3 copies) as well as digital format (printable softcopy in portable HDD) for all the activities of drilled well / wells.
- The Company shall be the sole proprietor of all the data generated at the wells and which the Consultant shall duly hand over to OIL.
- All reports should be made available in English language only.

E. Overall Timeline for Phase 1, 2, 3 & 4:

The Contractor shall execute the deliverables of phase 1, 2, 3 & 4 as per the table below. Also, the overall time schedule is mentioned in **Appendix-II**.

Phase	Deliverables	Schedule	
		Timeline	Cumulative
	Mobilisation	15 days	15 days from LOA
1	“Peer Review of Well Engineering and Design inclusive of Drilling Program” and “Tubing Design & Well Completion Program”	60 days	75 days from LOA
	OIL’s Approval and Final Submission	15 days	90 days from LOA
2	Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of offers and provide all necessary support during tendering and award of Drilling & Associated Services	180 days	270 days from LOA
3	(i) Additional time for Mobilisation of all Services & Materials	270 days	540 days from LOA
	(ii) Firm 3 Wells: Well-Site Monitoring, Supervision & Control during Execution of Offshore Drilling, Completion, Suspension, Testing and Abandonment operations of 3 offshore wells. (3 wells Drilling with 90 days each & Contingency: 30 days)	360 days	900 days from LOA
	(iii) Optional 2 Wells: Well-Site Monitoring, Supervision & Control during Execution of Offshore Drilling, Completion, Suspension, Testing and Abandonment operations of 2 optional Offshore wells (2 wells Drilling with 90 days each & Contingency: 30days)	240 days	1140 days from LOA
	(iv) Inter-location Movement of Offshore Rigs: 30 days / movement	120 days	1260 days from LOA
4	Close out	30 days	1290 days from LOA

Notes:

- In order to meet the above timeline, the Contractor shall identify, plan & execute the activities that can be carried out in parallel with critical activities as per CPM & PERT.
- The time schedule referred to above is inclusive of national holidays, experimental work days and days of production loss due to equipment failure or any other reasons under Contractor’s control.

F. Work Association of OIL's Technical Team:

OIL's technical team shall be associated & involved during the execution of PMC services for the above phases so that best outcome of the project can be realised and the CONTRACTOR shall provide free of cost on the job training / at Contractor's workplace on the scope of services offered under this Contract for Peer Review of Well Engineering, tubing design, Completion, Testing / Suspension, Cost Estimates etc., and also during Project implementation activities of Drilling, Completion / Suspension, Testing, etc., to OIL personnel including accessing of proposed software / hardware that will be used during the Contract period. OIL will bear the cost of travel, boarding and lodging for the training of OIL engineers to Contractor's work place / premises.

Notes:

1. It is reiterated that the Contractor will be responsible for all the activities pertaining to execution of the Contract through their Technical Expertise, Consultations & Supports, Documentations, Technical Experts / Competent Personnel and perform as per the Scope of Work as stipulated above vide Section-II of this Contract.
2. All the above personnel / technical experts to be deployed for this Contract shall be the employee of the bidder at the time of Original Bid Closing Date. In case of any new recruits to be deployed, the bidder shall submit **signed consent letter** from the personnel clearly indicating his willingness to work for the bidder in case the Contract is awarded to the bidder. Bidder to also submit previous experience documents as documentary evidences along with the bid.
3. Since, the Contract shall be evaluated based on QCBS for the personnel to be deployed, the bidder may submit up to 5 bio data of the personnel out of which any one of them will be deployed for particular domain. However, in QCBS evaluation, the least quality person(s) shall be considered for marking.
4. As one of the methodologies for evaluating the successful bidder is based on the experience of the personnel to be deployed, under QCBS evaluation, the following will be applicable:
 - (i) FOR PHASE-1: The Contractor shall deploy the same personnel, whose CV was submitted at the time of bid submission, from start to end of the Contract duration. **No NEW INCUMBENT will be allowed.** Bidder to categorically confirm the same in the technical bid, without which his offer will be liable for rejection.
 - (II) FOR PHASE-3: The Contractor shall deploy the same personnel, whose CV was submitted at the time of bid submission, from start to end of the Contract duration. However, under unavoidable circumstances, the bidder has no other option, but to change the particular domain person(s) with a new incumbent, then the new incumbent must have the same or higher qualification criteria considered under QCBS and shall be deployed only after obtaining OIL's approval.

END OF SECTION-II

PART-3

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

1.0 Payment terms:

Payment terms clause shall be read in conjunction with the relevant clause stipulated in General Conditions of Contract (GCC).

i) OIL will pay for the services as per Scope of work and Schedule of Rate (SOR). Individual Daily Rates (IDR) are based on 24 (twenty four) hrs. working day, calculated from 0000 hrs. to 2400 hrs. or as per shift schedule. No interest shall be payable on disputed claims / delayed payments.”

ii) Contractor shall be paid Individual Day Rate (IDR) for the personnel at Base, Rig and Shore-base as per Mobilization clause and as per SOR. The IDR for a particular category shall start from the time of initial reporting date at respective places as indicated after the mobilization notice. Contractor may replace the personnel at the respective place of posting from time to time (as per on/off schedule and other requirements), however, only one IDR per day shall be admissible for each mobilized category. The IDR for that category shall end on the day when the particular person leaves the place of posting as per notified de-mob date.

iii) Day Rate for Personnel shall not be payable for unauthorized withdrawal or non-availability of any/all contractors' personnel without Company's permission

iv) Day rates shall be applicable on actual basis and nearest to half an hour.

v) Payment for **Phase 2 & 4** in lump-sum as per SOR can be claimed and paid only after satisfactory completion of the respective services as per scope of work. Apart from the lump-sum amount as per SOR, no other charges shall be payable for the said services.

vi) The Consultant shall raise invoices for release of the payment against completion of above phases / milestones as below:

- For Phase 1: Payment after completion of each well
- For Phase 2 & Phase 4: payment after completion of each phases
- For Phase 3: Monthly for actual Man-days consumed.

2.0 The PMC services are primarily being hired for the Jack-up and anchor moored Mobile Offshore Drilling Unit (MODU). However, OIL at its discretion reserves the right to use the services under the Contract at any rig in Indian waters.

3.0 Requisites of Personnel

The following personnel are required to be deployed on call out basis by the Contractor at the base office of OIL, Shore-base and rig for the services stipulated under the Scope of Work in Phase-1, 2, 3 & 4 as per requirement and intimation of OIL. The persons to be deployed shall meet the stipulated experience and qualification criteria:

For Phase-1:

The Well Engineering team shall comprise at least one competent Drilling Engineer, one competent Well Completions Engineer and one competent Geologist/Petroleum-Geologist/Geo-physicist/Petro-physicist who shall meet the stipulated experience and qualification criteria.

For Phase-2:

Competent personnel to deliver quality services stipulated in the respective scope of work.

For Phase-3:

Sl. No.	Personnel	Place of deployment	Requirement for 24 x 7 for two shift operations	Personnel ON OFF / RELIEVER
1.	Base Drilling Manager	OIL - Base Office	1 (one)	1 (one)
2.	Drilling Supervisor	MODU	1 (one)	1 (one)
3.	Drilling Engineer	MODU	1 (one)	1 (one)
4.	Manager (Materials & Logistics)	Shore-Base	1 (one)	1 (one)
TOTAL			4 (four)	

MODU: Mobile Offshore Drilling Unit

For Phase-4:

Competent personnel to deliver quality services stipulated in the respective scope of work.

4.0 Mobilisation of Personnel**A. Pre-Drilling Phase**

i) **Phase-1:** The Well Engineering team meeting stipulated experience and qualification criteria shall report at Kakinada office of OIL and start working as per Scope of Work (SOW) **within 15 days** from the date of issue of LOA / Mobilisation Notice by OIL and shall complete the work as per timeline of Phase-1 i.e., **within 75 days** from the date of issue of LOA / Mobilisation Notice.

The details of all personnel to be deployed, which were submitted at the time of bid submission, i.e. CVs in prescribed Format, proof of qualification & experience, etc., shall be again submitted within 7 days from the date of issue of LOA for obtaining prior approval from OIL for deployment. OIL will provide the approval within 3 days from date of receipt of complete CV. **No person can be deployed without prior approval from OIL at any point of time.**

As one of the methodologies for evaluating the successful bidder is based on the experience of the personnel to be deployed, under QCBS evaluation, the Contractor shall deploy the same personnel, whose CV was submitted at the time of bid submission, from start to end of the Contract duration. **No NEW INCUMBENT will be allowed.** Bidder to categorically confirm the same in the technical bid, without which his offer will be liable for rejection.

ii) **Phase-2:** Competent personnel for desired services under the scope shall be engaged in such a way so that stipulated scope of work is completed within 270 days from the date of issue of LOA / Mobilisation Notice.

B. Operational Phase

i) **Phase-3:** The competent & approved personnel (Base Drilling Managers, Well site Drilling Supervisors, Well site Drilling Engineers and Managers - Materials & Logistics) meeting stipulated experience and qualification criteria shall be mobilized on call out basis as per required date/time for which at least 21 days prior notification/ instruction for mobilization will be issued by OIL.

- a. The details of all personnel to be deployed, which were submitted at the time of bid submission, i.e. CVs in prescribed Format, proof of qualification & experience, etc., shall be again submitted within 10 days from the date of instruction for mobilization by OIL for obtaining prior approval from OIL for deployment. OIL will provide the approval within 5 days from date of receipt of complete CV. **No person can be deployed without prior approval from OIL at any point of time.**
- b. As one of the methodologies for evaluating the successful bidder is based on the experience of the personnel to be deployed, under QCBS evaluation, the Contractor shall deploy the same personnel, whose CV was submitted at the time of bid submission, from start to end of the Contract duration. However, under unavoidable circumstances, the bidder has no other option, but to change the particular domain person(s) with a new incumbent, then the new incumbent must have the same or higher qualification criteria considered under QCBS and shall be deployed only after obtaining OIL's approval.
- c. There may be a gap between Phase-2 and Phase-3 for mobilization of MODU and associated services. Hence the Contractor to plan and keep the services ready as per Operator's requirement, for which the Contractor may regularly interact with Operator and shall keep all the arrangements ready for mobilization of personnel in time as per the Contract.
- d. The PMC Contractor shall put all out efforts in Cost Monitoring, Control & Supervision during Phase 3 activities.

ii) **Phase-4 (Closeout):** Competent personnel for desired services under the scope shall be engaged in such a way so that stipulated scope of work is completed within 30 days from the day of completion/ plug & abandonment of the well(s).

Notes: The succeeding day of issue of LOA / mobilization notice shall be counted as Day 1 for the purpose of Mobilization period. For the purpose of LD, the mobilization would be deemed complete from the date and time the base team is mobilized as per the instruction of the Company.

5.0 **Additional Requirement / Reduction of Personnel (For Phase 3)**

OIL reserves the right to increase or decrease/ cut down requirement of personnel or call for anyone of the indicated requirement of personnel. In case OIL gives requisition for extra Based Drilling Manager(s), Well Site Drilling Supervisor(s), Well Site Drilling Engineer(s) and Manager (Materials & Logistics) as per the quoted rates for each category, the Contractor shall be liable to fulfil the requirement.

6.0 **De-mobilization of Crew**

OIL reserves the discretionary right to de-mobilize the deployed personnel in full or part at any time as per requirement.

Note:

NO MOBILISATION / REMOBILISATION OR DEMOBILISATION CHARGE IS APPLICABLE FOR ANY OF THE SERVICES AGAINST PERSONNEL OR ANY OTHER REASON THAT MAY BE REQUIRED BY THE CONTRACTOR OR THEIR PERSONNEL IN PHASE- 1, 2, 3 & 4.

7.0 Personnel Experience and Qualification

Personnel to be deployed in Phase-1 & 3 should meet the respective Experience & Qualification as stipulated in the Scope of Work vide Appendix I.

8.0 Training of Crew Personnel

The entire rig going personnel should have undergone Personal Survival Training (PST), Fire Prevention & Fire Fighting (FPFF) Training/Basic Fire Fighting Training (BFF), Elementary First Aid and Helicopter Underwater Escape Training (HUET). No personnel are allowed to go on offshore rigs without carrying out the above training. It may be noted that such trainings shall be required for all the personnel to be deployed in services for Phase-3.

9.0 Option for the Services

OIL reserves the discretionary right to opt for all the services or anyone / part of the services as per requirement and bidder / Contractor shall be liable to fulfil the same requirement.

The jobs of PMC Services will be carried in phases and may be called off at the end of any phase or at any activity within the phase(s) at OIL's discretion in which case, the payment will be made for the actual Work done till the date of termination. The decision criteria for OIL to continue with the next phase / services are based on the quality of the work, work progress, analytical understanding of the data by the Contractor. However, decisions regarding moving forward to the next phase will be conveyed in advance, without affecting the timeline for project completion.

10.0 Availability / Non-availability and Performance of personnel

(i) In case, any of the personnel at Base or at Rig is not available due to any reason, Bidder/Contractor shall mobilize the competent replacement meeting the stipulated experience and qualification criteria for respective position within seven days. During such period of non-availability, no IDR will be paid for the non-available person from the time of non-availability and in addition, IDR for the respective category as per SOR shall be deductible till suitable replacement is in place. Contractor shall invoice OIL accordingly.

(ii) Company reserves the right to ask for replacement of any deployed person at any time if his competency / performance / activities / behaviour / discipline etc. is/are not felt/found to be satisfactory. If replacement is asked by OIL, the bidder/Contractor shall be liable to replace such person without seeking any justification thereof within 10 (ten) days from receiving such advice. If competent replacement is not done within the indicated time, no IDR will be paid after 10 days of such advice and in addition, IDR for the respective category as per SOR shall be deductible till competent replacement is in place. Contractor shall invoice OIL accordingly.

(iii) For (i) and (ii) above - As one of the methodologies for evaluating the successful bidder is based on the experience of the personnel to be deployed, under QCBS

evaluation, the replaced personnel should be from the group whose Bio Data was submitted along with the techno-commercial bid. However, under unavoidable circumstances, the bidder has no other option, but to replace the particular domain person(s) with a new incumbent, then the new incumbent must have the same or higher qualification criteria considered under QCBS and shall be deployed only after obtaining OIL's approval.

11.0 Permits, clearances and Licenses

Bidder / Contractor shall secure permits, clearances and licenses required for the services under the scope of work for operations in India & Indian offshore, if required and Contractor shall pay any expenses in this regard. Contractor shall take required License(s) from the appropriate regulatory agency of Govt. of India at Contractor's cost.

11.1 Statutory and Legal Formalities

Bidder / Contractor has to fulfil all statutory and legal formalities required to be completed for providing Services under the Contract at his own cost. In case Contractor fails to provide service as per the Contract due to any failure to meet such statutory and legal formalities, resulting into cancellation of Contract, Company will have option to invoke performance guarantee submitted by Contractor.

12.0 Deficiencies

Contractor's all items shall be maintained by them in sound and efficient operating conditions at all times. Should the performance of Contractor's services become unsatisfactory or performance of work hereunder be reduced because of defective Contractor's furnished items / equipment or by reason of Contractor's incompetence or negligence, OIL shall give Contractor written notice specifying the cause of its dissatisfaction to correct the specified deficiency within 15 days failing which OIL shall have the right to terminate the Contract by giving thirty (30) days advance written notice to the Contractor, unless the specified deficiency is corrected within such thirty (30) days period. In this event no demobilization fees will be payable by the Operator notwithstanding the provisions contained in the Contract. OIL shall recover the mobilization charges, if any, paid in terms of clause 4.0 in case the deficiency occurs during pendency of the Contract, on pro-rata basis for the period of performance, in addition to invoking of performance bond due to failure of the Contractor in not executing the Contract faithfully.

Should Contractor be denied access to the location of drilling operations due to lack of compliance of any permits or licenses required by the Operator pursuant to Article 16.0 hereof, time lost as a result thereof shall be compensated at the IDR for any particular service(s) if being utilized during any such period.

13.0 Personnel

Contractor / Bidder will at all times at its sole expenses and under its exclusive responsibility arrange supervisory, technical and other personnel to properly perform the work, in the numbers and categories stipulated before in this section. Contractor / Bidder shall be responsible for securing work permits and security passes for CONTRACTOR's employees and personnel, if required, as per the Indian Government laws. Operator shall issue necessary documentary assistance in this regard, if required. The Contractor shall provide statutory "OFF" to their personnel deployed at well site during execution phase as per Mines Act & other statutes/regulations and arrange for changing their personnel from time to time at their cost. All such expenditure including enroute expenses of Contractor's personnel shall be borne by the Contractor. No extra payment whatsoever will be due from Company on this account.

It is reiterated that the Contractor will be responsible for all the activities pertaining to execution of the Contract through their Technical Expertise, Consultations & Supports, Documentations, Technical Experts / Competent Personnel and perform as per the Scope of Work as stipulated above vide Section-II of this Contract.

All the personnel / technical experts to be deployed for this Contract shall be the employee of the bidder at the time of Original Bid Closing Date. In case of any new recruits to be deployed, the bidder shall submit signed consent letter from the personnel clearly indicating his willingness to work for the bidder in case the Contract is awarded to the bidder. Bidder to also submit previous experience documents as documentary evidences along with the bid.

Since, the Contract shall be evaluated based on QCBS for the personnel to be deployed, the bidder may submit up to 5 bio data of the personnel out of which any one of them will be deployed for particular domain. However, in QCBS evaluation, the least quality person(s) shall be considered for marking.

As one of the methodologies for evaluating the successful bidder is based on the experience of the personnel to be deployed, under QCBS evaluation, the following will be applicable:

- (i) FOR PHASE-1: The Contractor shall deploy the same personnel, whose CV was submitted at the time of bid submission, from start to end of the Contract duration. **No NEW INCUMBENT will be allowed.** Bidder to categorically confirm the same in the technical bid, without which his offer will be liable for rejection.
- (ii) FOR PHASE-3: The Contractor shall deploy the same personnel, whose CV was submitted at the time of bid submission, from start to end of the Contract duration. However, under unavoidable circumstances, the bidder has no other option, but to change the particular domain person(s) with a new incumbent, then the new incumbent must have the same or higher qualification criteria considered under QCBS and shall be deployed only after obtaining OIL's approval.

14.0 OIL's Instructions

OIL may from time to time through its authorized representative or representatives, issue written or oral instructions to CONTRACTOR concerning services/operations, which Contractor/Contractor's personnel is/ are liable to comply.

15.0 Effective Date of Contract

The Contract shall become effective as on the date Company notifies Contractor in writing that it has been awarded the Contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the Contract.

16.0 Mobilisation Time

Contractor must mobilize their personnel to Kakinada, Andhra Pradesh within **15 days from the issuance of LOA / Mobilisation Notice**. The date when Contractor's personnel arrive at OIL's Office at Kakinada for data gathering shall be treated as the end date of mobilization.

17.0 Duration of the Contract

The duration of the Contract shall be about **Three (3) years from the Date of completion of mobilisation or till the completion of the closeout phase whichever**

is later. The Contract may be extended for additional wells at the same rate, terms & conditions at the discretion of OIL.

18.0 Liquidated Damages for default in timely mobilisation and timely completion of all the Phases 1, 2, 3 & 4 together as per scope of work

18.1 For Timely Mobilisation: In the event of the Contractor's default in timely mobilisation of their personnel to Kakinada for commencement of services within the stipulated period as per Scope of Work, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total estimated Contract value per week, or part thereof, of delay subject to maximum of 7.1/2%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of the Contract.

18.2 For Timely Completion: In the event of the Contractor's default in timely completion of the services / activities of all the Phases 1, 2, 3 & 4 together within the stipulated duration of the Contract as per Scope of Work, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total estimated Contract value per week, or part thereof, of delay subject to maximum of 7.1/2%. Liquidated Damages will be reckoned for the delay period beyond the overall scheduled time of the Contract till the actual date of completion of all the phases of the Contract.

18.3 Further, in case both Mobilization and job completion are delayed, Liquidated Damages (subject to maximum of 7.5% (seven and half percent) of total estimated Contract value shall be applicable. Liquidated Damages, if any, levied for delay in mobilisation and/or completion will attract GST and same will be recovered from Contractor.

18.4 Company also reserves the right to cancel the Contract without any compensation whatsoever in case of Contractor's failure to mobilise, commence & complete the scope of work within the stipulated period.

19.0 The Company shall provide office space at Kakinada for base office furnished with basic office infrastructure for the Consultant's Project Team comprising of key experts in respective disciplines as required for the work in progress. However, the Service provider / Contractor shall arrange for office set-up with Laptop / Desktop computers, Printers, Papers, Ink Cartridges, transportation, accommodation & food etc., for their personnel deployed at Kakinada base office at their own cost.

20.0 As per guidelines in vogue, *"A firm hired to provide the consulting services for the preparation or the implementation of a project, and any affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered hereof) resulting from or directly related to the consulting services for such preparation or implementation."*

END OF SECTION-III

PART-3

SECTION-IV

SCHEDULE OF RATES

Description of charges / Rates:

- Phase I (Pre Drilling Phase)

Item No. 10 & 20: “Peer Review of Well Engineering & Design including Drilling Program” and “Tubing Design & Well Completion Program” for maximum optional Three (03) nos. of Offshore Wells charge:

- i) **“Peer Review of Well Engineering & Design including Drilling Program” and “Tubing Design & Well Completion Program”** charges shall be per well charge for personnel, equipment, collection of Data from Operator, review, design and shall be paid after the approval of the Detailed Well Design & Well Programming by the Operator.
- ii) This charge shall be inclusive of mobilization, demobilization, transportation of personnel & equipment, softwares, hardwares, spares etc.
- iii) This charge shall be inclusive of Boarding & lodging, enroute expenses and any other expenses of personnel.
- iv) This charge shall be inclusive of preparation & submission of necessary reports, data etc.

- Phase 2 (Procurement of Services & Materials)

Item No. 30: Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of Offers and provide all necessary support during tendering and award of Drilling & Associated Services, Well Completion and Testing Services / Suspension Services / Abandonment Services (as applicable), Preparation of all documents as per statutory requirements including liaising with concerned government authorities.

- i) Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of Offers and provide all necessary support during tendering and award of Drilling & Associated Services, Well Completion and Testing Services / Suspension Services / Abandonment Services (as applicable), Preparation of all documents as per statutory requirements including liaisoning with concerned government authorities charges shall be lumpsum charge for personnel, equipment, spares etc. and shall be paid after the completion of all the jobs as per SOW. Also, milestone payment for this phase can be decided mutually with the successful bidder.
- ii) This charge shall be inclusive of mobilization, demobilization, transportation of personnel and equipment, softwares, hardwares, spares etc.
- iii) This charge shall be inclusive of Boarding & lodging, enroute expenses and any other expenses of personnel.
- iv) This charge shall be inclusive of preparation & submission of necessary reports, data etc.

- Phase 3 (Operational Phase)

Item No. 40 to 110: Supervision, Monitor & Control during Execution of Drilling, Completion/Suspension (as applicable), Testing and Abandonment of firm Three (03) nos. and optional maximum Two (02) nos. of Offshore Wells charges:

- i) Contractor shall be paid operating charges (IDR) for the personnel deployed for

project execution from engagement to completion for **Supervision, Monitor & Control during Execution of Drilling, Completion/ Suspension (as applicable), Testing and Abandonment of the offshore wells** during execution phase.

- ii) This charge shall be inclusive of mobilization, demobilization, transportation, enroute expenses of personnel and equipment, software, hardware, spares etc.
 - iii) OIL will provide accommodation, lodging and transportation from shore to offshore wellsite to Consultant's personnel during well-site supervision phase at Well-Site on free of charge basis. OIL will not provide Boarding & Lodging, local transportation and any other expenses of shore based personnel. Contractor will have to make their own arrangement for accommodation, lodging and transport at Base office at their own cost.
 - iv) This charge shall be payable as day rates per month.
- Phase 4 (Close out Phase)

Item No. 120: Close out charges:

- i) Closeout Charges (excluding GST) should not be less than 2.5% of the total quoted value (excluding GST). However, Closeout Charges if quoted in deficit or less than 2.5% of the total quoted value, the deficit amount (2.5 % of total Contract quoted amount – quoted amount for Close out charges) shall be recovered from 1st invoice and paid at the end of the Contract after successful completion.
- ii) Contractor shall be paid Close out charges on Lump Sum basis.
- iii) This charge shall be inclusive of mobilization, demobilization, transportation of personnel and equipment, software, hardware, spares etc.
- iv) This charge shall be inclusive of Boarding & lodging, enroute expenses and any other expenses of personnel.
- v) This charge shall be inclusive of preparation, submission of necessary reports, data and detailed presentation etc.
- vi) This charge shall be payable after completion of close out phase i.e. after submission of reports and accepted by OIL.

Note:

1. Since rates for certain service(s) are on Lump sum basis, as such, the payment will be made after completion and acceptance of such Service(s) by OIL.
2. All the applicable rates (Lump sum as well as Day Rates) indicated above are inclusive of all charges / expenses towards boarding, lodging, travel, office and any other purpose. No separate mobilization/remobilization and demobilization charges shall be applicable in any case. Day Rate' payment will be calculated from the day & time Contractor's personnel reports at the Company's designated place/site till their demobilization as notified and certified by the Company.
3. Day Rate for Personnel shall not be payable for unauthorized withdrawal or non-availability of any / all contractors' personnel without Company's permission
4. The **Appendix-III** denotes details of personnel, equipment, services and consumables to be provided by Company or Contractor. Items denoted as being 'Supplied by Contractor' and 'At Expense of Contractor' shall be deemed to be included and fully compensated by the lump sum / Day rates as specified in the Price Format.

END OF SECTION-IV

EXPERIENCE & QUALIFICATION CRITERIA FOR PERSONNEL TO BE DEPLOYED

FOR PHASE-1 (Pre Drilling Phase)

DRILLING ENGINEER (Well Engineering):

1. Shall possess Engineering Degree or equivalent.
2. Shall have minimum 5 years of working experience in offshore drilling operation/offshore well engineering & designing or combined out of which at least 2 years in deep-water well engineering & designing.
3. Shall have experience of well design and execution of at least 5 deep-water wells.
4. Shall have experience and competency of well engineering & designing of offshore wells using **Well Design** software.
5. Shall be fluent in speaking, reading and writing English.

GEOLOGIST / GEO-PHYSICIST / PETRO PHYSICIST (Well Engineering):

1. Shall possess Master degree in Geology/Petroleum-Geology/Geo-physics/Petro-physics.
2. Shall have minimum 5 years of working experience as Geologist in offshore drilling operation/ offshore well engineering & designing or combined out of which at least 3 years of association with Well Engineering & Designing process in E&P Company or Service provider.
3. Shall be fluent in speaking, reading and writing English.

COMPLETION ENGINEER (Completion Design):

1. Shall be a Petroleum Engineering / Engineering Graduate.
2. Shall have minimum experience of 5 years in Design of Well Completion and well testing assignments in offshore operations.
3. Shall have minimum five offshore well experiences in Design of Well completion and well testing.
4. Shall have detailed knowledge / training on offshore HSE standards.

FOR PHASE-3 (Operational Phase)

BASE DRILLING MANAGER

1. Shall have minimum experience **of 15 years in offshore drilling operation out of which at least 7 years at Drilling Superintendent or above level.**
2. Shall possess Engineering Degree or equivalent.
3. Shall have minimum experience of 3 (three) years of drilling wells in water depth more than 500m at positions Driller / Drilling Engineer and above.
4. Shall have experience of well design and execution of at least 5 deep-water offshore wells.
5. Shall possess valid & accredited IWCF / IADC-WellCAP well control certificate for supervisory level for subsea stack at the time of deployment.
6. Shall be fluent in speaking, reading and writing English.

WELL SITE DRILLING SUPERVISOR

1. Shall possess Engineering degree / Diploma in Engineering or equivalent.
2. Shall have minimum experience **of 15 years in offshore drilling operation out of which at least 7 years at Well Site Drilling Supervisor.**

3. Shall have minimum experience of 3 (three) years of drilling wells in water depth more than 500m at positions Driller / Drilling Engineer and above.
4. Shall have recent working experience of at least one year in Floater as Drilling Supervisor in last four years from the original BCD.
5. Shall possess valid & accredited IWCF / IADC-WellCAP well control certificate for supervisory level for subsea stack at the time of deployment.
6. Age at the time of deployment for the Contract should not be more than 60 years
7. Shall be fluent in speaking, reading and writing English.

WELL SITE DRILLING ENGINEER

1. Shall possess Engineering degree or equivalent.
2. Shall have minimum experience of 10 years in offshore drilling operations.
3. Shall have minimum experience of 2 (two) years of drilling wells in water depth more than 500m at positions Driller / Drilling Engineer and above.
4. Shall have experience of well design and execution of at least 3 deep-water offshore wells as Well Site Drilling Engineer.
5. Shall have recent working experience of at least one year in Floater as Driller/Drilling Engineer or above in last four years from the Original BCD.
6. Shall have experience and competency of well engineering & designing of offshore wells using “**Well Design**” software.
7. Shall possess valid & accredited IWCF / IADC-WellCAP well control certificate for supervisory level for subsea stack at the time of deployment.
8. Age at the time of deployment for the Contract should not be more than 55 years
9. Shall be fluent in speaking, reading and writing English.

MANAGER (MATERIALS & LOGISTIC)

1. Shall possess bachelor degree in Engineering / Science / commerce / Arts / business administration or equivalent.
2. Shall have minimum 5 years of working experience in Materials Inventory & Logistics Management in drilling project / drilling operation out of which **at least 2 years** in **offshore drilling operations**.
3. Shall have managerial capability for managing logistics and materials handling
4. Shall have recent working experience of **at least one year** in offshore drilling operations **within last three years** from the Original BCD.
5. Age at the time of deployment for the Contract should not be more than 55 years
6. Shall be fluent in speaking, reading and writing English.

TENTATIVE TIME SCHEDULE

Phase	Deliverables	Schedule	
		Timeline	Cumulative
1	Mobilisation	15 days	15 days from LOA
	“Peer Review of Well Engineering and Design inclusive of Drilling Program” and “Tubing Design & Well Completion Program”	60 days	75 days from LOA
	OIL’s Approval and Final Submission	15 days	90 days from LOA
2	Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of offers and provide all necessary support during tendering and award of Drilling & Associated Services	180 days	270 days from LOA
3	(i) Additional time for Mobilisation of all Services & Materials	270 days	540 days from LOA
	(ii) Firm 3 Wells: Well-Site Monitoring, Supervision & Control during Execution of Offshore Drilling, Completion, Suspension, Testing and Abandonment operations of 3 offshore wells. (3 wells Drilling with 90 days each & Contingency: 30 days)	360 days	900 days from LOA
	(iii) Optional 2 Wells: Well-Site Monitoring, Supervision & Control during Execution of Offshore Drilling, Completion, Suspension, Testing and Abandonment operations of 2 optional Offshore wells (2 wells Drilling with 90 days each & Contingency: 30days)	240 days	1140 days from LOA
	(iv) Inter-location Movement of Offshore Rigs: 30 days / movement	120 days	1260 days from LOA
4	Close out	30 days	1290 days from LOA

RESPONSIBILITY MATRIX

The table below details the personnel, equipment, services and consumables to be provided by either Company or Contractor and the Party liable for the cost of same under the Contract. Items denoted as being "Supplied by Contractor" and "At Expense of Contractor" shall be deemed to be included and fully compensated by the day rates specified in Schedule of Rates.

ITEM	DESCRIPTION	SUPPLIED BY		AT EXPENSE OF	
		Company	Contractor	Company	Contractor
PERSONNEL					
1.1	Personnel as per Clause A.2 & C.1 of SOW		√		√
1.2	Personnel not included in Clause A.2 & C.1 of SOW but necessary for Company's normal operations		√		√
1.3	Personnel not included in Clause A.2 & C.1 of SOW but requested by Company in writing as additional		√	√	
1.4	PPE of Contractor's Personnel		√		√
1.5	Travelling and all enroute expenses of CONTRACTOR personnel from their point of mobilization to / Kakinada / Base office		√		√
1.6	Boarding & Lodging for field personnel at shore / base office locations		√		√
1.7	Boarding & Lodging for field personnel at Offshore Well site including to & fro conveyance from shore to well sites	√		√	
1.8	Daily conveyance for field personnel in shore / base office locations		√		√

ITEM	DESCRIPTION	SUPPLIED BY		AT EXPENSE OF	
		Company	Contractor	Company	Contractor
1.9	Boarding & lodging of Contractor personnel other than field personnel at Base Office, Kakinada		√		√
2.0	Local Conveyance for Contractor personnel other than field personnel.		√		√
2.1	Office space at Company's office as required for Contractor's Personnel with basic office infrastructure.	√		√	
2.2	IT/Communications including access to allow storage of all Services related data on Company's server		√		√
2.3	Office Stationeries, Printing of voluminous documents, International telephone calls & Fax.		√		√

END OF PART-3

PART-4

SAFETY MEASURE (SM)

**M/s Oil India Limited,
KG Project, Kakinada,
Andhra Pradesh, India**

SUB: SAFETY MEASURES

Description of work/service: Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.

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.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

(1) It will be solely the Contractor's responsibility to fulfill 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 him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

(2) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

(3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.

(4) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.

(5) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

(6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

(7) All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

(8) The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- (9) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- (10) 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.
- (11) 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.
- (12) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- (13) The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- (14) The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- (15) If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- (16) The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- (17) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (18) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
- (19) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- (20) A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- (21) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- (22) In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts / Rules / Regulations.

(23) 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 will have the right to direct the Contractor to cease work until the non-compliance is corrected.

(24) The Contractor should prevent the frequent change of his contractual employees as far as practicable.

(25) The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.

(26) For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts / rules / regulations / pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully,

Date_____

M/s._____
FOR & ON BEHALF OF CONTRACTOR

PART-5

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. **CEI8988P22**. 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 risibility 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 Contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. 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.

Sd/- (Tanushree Agrawal) For the Principal Date : Place :	 For the Bidder/Contractor Witness 1: Witness 2:
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PROFORMA-A PRICE BIDDING FORMAT					
IFB No.: CEI8988P22					
DESCRIPTION OF SERVICE: Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (INR) to be quoted Excluding GST	Amount (INR) Excluding GST
			A	B	D = A * B
PHASE-1					
10	Peer Review of Well Engineering & Design including Drilling Program" for Offshore Wells (Optional)	Per well	3.00		-
20	Tubing Design & Well Completion Program" for Offshore Wells (Optional)	Per Well	3.00		-
Total for Phase-1 (in INR) - excluding GST					-
PHASE-2					
30	Preparation of Technical bid packages, Selection criteria and Support for tendering & award of Drilling Rig & Associated Services, Well Completion and Testing Services / Suspension Services / Abandonment Services (as applicable) contracts, Preparation of all documents as per statutory requirements including liaisoning with concerned government authorities for Execution of Offshore Wells.	Lump sum	1.00		-
Total for Phase-2 (in INR) - excluding GST					-
PHASE-3					
Operating charges for 03 Wells (Firm)					
40	Well-site Drilling Supervisor (on call out)	Man days (individual)	360.00		-
50	Well-site Drilling Engineer (on call out)	Man days (individual)	360.00		-
60	Base Drilling Manager (on call out)	Man days (individual)	360.00		-
70	Manager - Materials & Logistic (on call out)	Man days (individual)	390.00		-
Operating charges for 02 Wells (Optional)					
80	Well-site Drilling Supervisor (on call out)	Man days (individual)	240.00		-

IFB No.: CEI8988P22					
DESCRIPTION OF SERVICE: Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (INR) to be quoted Excluding GST	Amount (INR) Excluding GST
90	Well-site Drilling Engineer (on call out)	Man days (individual)	240.00		-
100	Base Drilling Manager (on call out)	Man days (individual)	240.00		-
110	Manager - Materials & Logistic (on call out)	Man days (individual)	270.00		-
Total for Phase-3 (in INR) - excluding GST					-
PHASE 4					
120	*Closeout Report Preparation Submission and Presentation for the Project	Lump sum	1.00		-
Total for Phase-4 (in INR) - excluding GST					-
TOTAL COST of all Phases (in INR) - exclusive of GST [I]					-
Applicable GST Rate in %		Applicable GST#			
TOTAL EVALUATED COST (in INR) - inclusive of GST [C]					-
#Please select from Drop Down list.					
* Closeout Charges (excluding GST) should not be less than 2.5% of the total quoted value (excluding GST). However, Closeout Charges if quoted in deficit or less than 2.5% of the total quoted value, the deficit amount (2.5 % of total contract quoted amount – quoted amount for Close out charges) shall be recovered from 1st invoice and paid at the end of the contract after successful completion.					
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.					
2. Price Bids shall be evaluated considering Total Quoted Price for all services including applicable GST (CGST & SGST/UTGST or IGST)					
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.					
However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.					

This cost is to be maintained under the "Total Bid Value" in the e-tender portal. Refer Clause 10.0 of Forwarding Letter for details.

IFB No.: CEI8988P22

DESCRIPTION OF SERVICE: Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.

NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (INR) to be quoted Excluding GST	Amount (INR) Excluding GST
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.					
When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.					
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.					
6. Bidders are advised to thoroughly go through GCC, SOW, SCC & SOR before quoting their rates.					
7. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.					

BID FORM

To

**M/s Oil India Limited,
KG Project, Kakinada,
Andhra Pradesh, India**

Sub: IFB No. CEI8988P22 for Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.

Gentlemen,

Having examined the General and Special Terms & 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 work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 (One Hundred Twenty) days** from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification 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 _____ 2021.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)**(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions / deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

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 Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO

**Oil India Limited
KG Project, Kakinada,
Andhra Pradesh, India**

Sir,

SUB: OIL's IFB No. CEI8988P22

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CEI8988P22** for **Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

PROFORMA FOR LETTER OF AUTHORITY

TO

**Oil India Limited
KG Project, Kakinada,
Andhra Pradesh, India**

Dear Sir,

SUB: LETTER OF AUTHORITY

We, _____ of _____
confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB for
**Hiring of Project Management Consultant (PMC) Services for Peer Review of
Well Engineering and Design, Tubing Design & Well Completion Program,
Tendering & Award of Drilling & Associated Services, to prepare all documents
as per statutory requirements and Well Site Supervision inclusive of Liaising
with concerned government authorities for OIL's Offshore Drilling Operations
in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-
2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore
Block KK-OSHP-2018/1** for any commercial / legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said
representative shall commit.

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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.

BID SECURING DECLARATION
(to be submitted on Bidder's letter head)

To,
M/s Oil India Limited,
KG Project, Kakinada,
Andhra Pradesh, India

TENDER NO. CEI8988P22

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Name and Signature of
Authorized Signatory and Company Seal

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
M/s Oil India Limited,
KG Project, Kakinada,
Andhra Pradesh, India

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Kakinada in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No: _____

Encl: Original bank guarantee

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
M/s Oil India Limited,
KG Project, Kakinada,
Andhra Pradesh, India.

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 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:

Contd.....P/2

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

SAMPLE AGREEMENT 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, Assam and Project Office at D. No.11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part;

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may require;

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;

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. _____ and the Contractor accepted the same vide Letter No. _____ dated _____ and

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Annualized Contract value) with validity up to _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the 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.:

- i) General Conditions of Contract (GCC), (Section-I)
- ii) Terms of Reference / Scope of Work, (Section-II)
- iii) Special Conditions of Contract, (Section-III)

- iv) Schedule of Rates, (Section-IV)
- v) Integrity Pact
- vi) Letter of Award
- vii) Performance Security (copy)

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 (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.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information / documents submitted

Ref.: Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.

**To,
Oil India Limited
KG Project, Kakinada,
Andhra Pradesh, India**

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, 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)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON
THE OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Financial Criteria Clause 2.3 of BEC-BRC

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 _____
have actually not been audited as on the Original Bid Closing Date.**

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)

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.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to **(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY

(To be submitted on official letter head of the Third Party Agency)

TO

**M/s Oil India Limited,
KG Project, Kakinada,
Andhra Pradesh, India**

Sir,

SUB: IFB for Hiring of Project Management Consultant (PMC) Services for Peer Review of Well Engineering and Design, Tubing Design & Well Completion Program, Tendering & Award of Drilling & Associated Services, to prepare all documents as per statutory requirements and Well Site Supervision inclusive of Liaising with concerned government authorities for OIL's Offshore Drilling Operations in East Offshore Block AN-OSHP-2018/1, West Offshore Block AN-OSHP-2018/2 of Andaman & Nicobar Basin of India and Kerala Konkan Offshore Block KK-OSHP-2018/1.

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ number 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,

Authorised Person's Signature: _____

Name: _____

Format for Undertaking by Bidders towards compliance of Office Memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement No. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Tender No. CEI8988P22

**Oil India Limited
KG Basin Project
Kakinada**

Dear Sirs,

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)

Note: This form should be returned along with offer duly signed.

PROFORMA-XIV**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE**

Srl#	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF	Port & other charge	Land ed Cost	Is it re-exportable? YES or NO	Year of Mfg .	HS
A	B	C	D	E =C	F	G =F + E	H	I =	J	K	L

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

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR 100% SUBSIDIARY COMPANY (As the case may be)

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE ON STAMP PAPER OF
REQUISITE VALUE AND NOTORISED)

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) 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, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) 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.
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.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY / SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE 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, a company duly registered under the Companies Act 1956, 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 (give 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 / 100% 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 as 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, 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 _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the
Company _____

Witness:

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) 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-subsidary 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-subsidary 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-subsidary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE
PARENT/SUPPORTING COMPANY**

To,
M/s Oil India Limited,
KG Project, Kakinada,
Andhra Pradesh, India.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, 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:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).

At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____
Address _____

Witness _____
Address _____

Date: _____
Place: _____

**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 (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) 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 100% 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 for 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 New Delhi, 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.

In terms of Note (III) to BEC-BRC Clause No. 5.1

Sl. No.	Quality Parameters		Max. Marks	Bidder to indicate the following	
				Details of submitted Documents (e.g. Document Ref. No., Pg. No. etc.)	Marks claimed by the Bidder
(a)	Experience of Manpower offered to be deployed by Bidder under this Contract as per Scope of Work and Appendix-I (Information to be provided as per Table 1)	i) Experience of Drilling Engineer (Well Engineering) in offshore drilling operation / offshore well engineering & designing or combined in years. (Min. one person).	1		
		ii) Experience of Well Completions Engineer (Completions Design) in Design of Well Completion and well testing assignments in offshore operations. (Min. one person).	1		
		iii) Experience of Base Drilling Manager-1 in offshore Drilling Operations in years.	2		
		iv) Experience of Base Drilling Manager-1 in offshore Drilling Operations at Drilling Superintendent or above level in years.	2		

In terms of Note (III) to BEC-BRC Clause No. 5.1

		v) Experience of Base Drilling Manager-2 in offshore Drilling Operations in years.	2		
		vi) Experience of Base Drilling Manager-2 in offshore Drilling Operations at Drilling Superintendent or above level in years.	2		
		vii) Experience of Well Site Drilling Supervisor-1 in offshore Drilling Operations in years.	2		
		viii) Experience of Well Site Drilling Supervisor-1 as Well Site Drilling Supervisor in offshore drilling units in years.	1.5		
		ix) Experience of Well Site Drilling Supervisor-2 in offshore Drilling Operations in years.	2		
		x) Experience of Well Site Drilling Supervisor-2 as Well Site Drilling Supervisor in offshore drilling units in years.	1.5		
		xi) Experience of Well Site Drilling Engineer-1 in offshore Drilling Operations in years.	1.5		

In terms of Note (III) to BEC-BRC Clause No. 5.1

		xii) Experience of Well Site Drilling Engineer-2 in offshore Drilling Operations in years.	1.5		
(b)	Bidders Experience in Well Engineering & Design including Drilling Program, Tubing Design & Well Completion Program for offshore block exploration projects as per Scope of Work for Phase 1 in past Twelve years reckoned from the original Bid closing date of this tender (Information to be provided as per Table 2)	Number of Offshore Wells up to Nine Wells.	5		
(c)	Bidders PMC Experience in Implementation of Well-Site Supervision, Monitor & Control Services during Execution of drilling & associated services for Exploration in offshore block projects as per Scope of Work, Phase 3 in past Twelve years reckoned from the original Bid closing date of this tender (Information to be provided as per Table 4)	Number of Offshore Wells up to Nine Wells.	5		
Maximum Total Marks			30	Total Marks Claimed by the bidder	

TECHNICAL EVALUATION SHEET FOR BEC**Bidder's Name:** _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.1	<p>The Bidder must be incorporated in India and must maintain more than 20% local content for the offered services.</p> <p>With regard to calculation of local content and submission of documents during bidding & execution of contracts, notification vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time) shall be applicable.</p> <p>If such local content is not maintained during execution of Contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.</p> <p>In this regard, the bidder must submit documents as per Para 7.1.2 (b) of Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG. The bidder must submit in the technical bid a copy of Certificate of Incorporation, an undertaking from the authorized signatory of bid having the Power of Attorney and a certificate of statutory auditors / CA etc. stating the LC content of the bid.</p>			

2	1.2	<p>Experience:</p> <p>1.2.1 Bidder must have successfully executed and completed at least One (01) “SIMILAR Work” through one single Contract or separate contracts in last Twelve (12) years for E&P companies / operators reckoned from the original Bid Closing Date of this tender.</p> <p><u>Notes to Clause No. 1.2.1:</u></p> <p>(i) SIMILAR Work hereinafter means “Experience in Well Engineering and Design inclusive of providing Drilling Program for offshore wells, Tubing Design & Well Completion Program for offshore wells, Preparation of Technical bid packages, Selection criteria for Execution Services, Technical Scrutiny of offers and providing support during tendering and award of Drilling & Associated Services and PMC Services for Implementation of Drilling, Well Completion / Suspension, Testing and abandonment of Offshore Wells through well site supervision, monitor & control during execution.”</p> <p>(ii) For proof of requisite experience of “SIMILAR Work”, self-attested photocopies of following documents must be submitted along with the bid:</p> <p>a) Work order / Contract Document(s) (Relevant pages of the Contract(s) executed) for each of the Contract(s).</p> <p>b) Any relevant document(s) showing details of work supported with Completion Certificate / Certificate of Final Payment / release of performance security issued by the end user for each of the contracts for proof of Actual Dates of Commencement and Completion.</p> <p>c) The names and addresses of the clients for each</p>			
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		<p>of the Contracts / projects.</p> <p>1.2.2 The Base Drilling Manager to be deployed as per Clauses C.1 & C.1.C of “Terms of Reference / Scope of Work” must have the experience as mentioned in Appendex-I and of “PMC Services for Implementation of Drilling, Well Completion / Suspension, Testing and abandonment of Offshore Wells through supervision, monitor & control during execution” as Drilling Superintendent or above level for at least one (01) project. Other members of the integrated team to be deployed as per Para A.2 & C.1, C.1.A & C.1.B of “Terms of Reference / Scope of Work” must have the experience as mentioned in Appendex-I for job(s) in their respective domain mentioned under the “SIMILAR Work”. Bidder must furnish the Bio-Data (as per Table 5) of all the team members in the technical bid.</p>			
3	1.3	<p>Bidder must have requisite QHSE policy and QMS in place which should meet or exceed established International Oil & Gas Industry Standards. Relevant supporting document(s) must be furnished in the technical bid.</p>			
4	1.4	<p>Bidder must provide their confirmation / declaration along with the requisite documents in the technical bid, stating the following:</p> <p>In the event of award of Contract,</p> <p>(i) Entire Work shall be carried out as per the “Terms of Reference / Scope of Work” without any exceptions / deviations.</p> <p>(ii) Team members of requisite experience & qualification as per Clauses A.2 & C.1 of Scope of Work and Appendix-I, shall be engaged for Phases 1 & 3. The bio-data of the team members along with proof of requisite Experience & Qualification shall be furnished for OIL’s approval before mobilisation for</p>			

		<p>Phases 1 & 3 and only the OIL approved personnel shall be deployed in the execution phase.</p> <p>(iii) State-of-the-art software & hardware shall be made available for carrying out Well engineering and Completion (WE&C) Design, Cost Estimation, Project Management Tool etc. The WE&C design will be able to model thermal effects during the well life.</p> <p>(iv) OIL's personnel shall be closely associated during all stages for all Phase activities like Well Engineering & Design inclusive of Drilling Program, Tubing Design & Well Completion Program, Tendering Stage and Project Management of execution phase etc. and free on the job training (including at Contractor's workplace) shall be provided to OIL's personnel allowing the usage of proposed software(s).</p> <p>(v) All the PMC services that are essential & required, but not spelt out in the tender, shall be offered during execution of Phase 1, Phase 2, Phase 3 & Phase 4 without any additional cost to the Company so that exploration of Offshore block AN-OSHP-2018/1 (EAST), AN-OSHP-2018/2 (WEST) and KK/OSHP-2018/1 can be realized in a cost effective manner without compromising on Health, Safety, Environment & Security (HSES) aspects.</p> <p>(vi) The Contractor's Well Engineering team shall be deputed for Kick off meeting & Data collection at Kakinada, Andhra Pradesh and work shall be started within 15 days from issue of Letter of Award (LOA) / Mobilisation Notice. Also, the timeline as spelt out in the Scope of Work is accepted and shall be abided by during the execution of Contract.</p>			
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5	1.5	<p>Bid from Consortium of Companies:</p> <p>In case the bidder is a Consortium of Companies provided the leader is incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause 1.1 above, the following requirement should be satisfied by the bidder:</p> <p>(a) The consortium / any member(s) of the consortium must satisfy Experience Criteria Clause No. 1.2.1. The documentary evidence of the same must be provided in the technical bid, as per Note (ii) to Clause No. 1.2.1. There must be clear indication of the jobs executed by each member.</p> <p>The consortium must satisfy Experience Criteria Clause No. 1.2.2 and furnish details accordingly in the technical bid.</p> <p><u>Each</u> member of the consortium must satisfy Clause No. 1.3 and furnish supporting documents in the Technical Bid.</p> <p>The Leader of the consortium must submit declaration / confirmation as per above Clause No. 1.4 on behalf of the consortium, in the technical bid.</p> <p>(b) The leader of the consortium must submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader</p>			
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		<p>of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire Contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:</p> <p>(d) Only the leader of the consortium should register in OIL's e-tender portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the Leader of the Consortium, which are taken in connection with and / or during the evaluation of the tender and execution of the Contract.</p> <p>(e) The Performance Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members.</p> <p>(f) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event Contract is awarded and he shall also be responsible for resolving dispute / misunderstanding / undefined activities, if any, amongst all the consortium members.</p> <p>(g) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium</p>			
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		<p>members.</p> <p>(h) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of the Contract obligations.</p> <p>(i) In case of consortium bids, the bid shall be digitally signed by the authorized signatory of the leader of the consortium. The Power of Attorney from each member of consortium authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.</p> <p>(j) Constitution of Consortium: If during the evaluation of bid, a consortium leader proposes any alterations / changes in the constitution or replacement or inclusion or expulsion of any partner(s) / member(s) of the consortium which had originally submitted the bid, to drive some advantages / benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.</p> <p>(k) Signing of Contract: In the event of award of Contract to the consortium, the Contract shall have to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severely.</p> <p>(l) Members of the consortium are <u>not</u> allowed to quote separately / independently against this tender. All such bids received against the tender shall be summarily rejected. Further, all bids from parties with technical support from the same/common Principal shall be rejected.</p> <p>(m) Certified copies (attested by Director /</p>			
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		<p>Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid against the NIT and authorizing designated executives of each Company to sign in the MOU to be provided along with the technical bid.</p> <p>(n) The MOU / Agreement should be legally valid i.e. it should be on a non-judicial stamp paper.</p>			
6	1.6	<p>Bid submitted on the basis of technical experience of the parent / subsidiary Company:</p> <p>Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in the BEC-BRC can also be considered provided the bidder is a subsidiary Company of the parent Company [supporting Company] in which the parent Company has 100% stake or parent Company can also be considered on the strength of its 100% subsidiary [supporting Company]. However, the parent / subsidiary Company of the bidder should on its own meet the technical experience criteria as stipulated in the Clause No. 1.2 and should not rely for meeting the technical experience criteria on its sister subsidiary / co-subsidiary Company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary Company is dependent upon the technical experience of the parent Company or vice-versa with a view to ensure commitment and involvement of the parent / subsidiary Company for successful execution of the Contract, the participating bidder should enclose an Agreement (as per format enclosed at PROFORMA-XV) between the parent and the subsidiary Company or vice-versa and Parent / Subsidiary Guarantee (as per format enclosed at PROFORMA-XVI) from the parent / subsidiary</p>			

		Company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.			
7	1.7	<p>Bid submitted on the basis of technical experience of sister subsidiary / co-subsidiary Company:</p> <p>Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the above BEC - BRC can also be considered based on the experience of their sister subsidiary / co-subsidiary Company within the ultimate parent / holding Company subject to meeting of the following conditions:</p> <p>i) The sister subsidiary / co-subsidiary Company and the bidding Company are both directly or indirectly owned 100% subsidiaries of an ultimate parent / holding Company. Documentary evidence to this effect to be submitted by the ultimate parent / holding Company along with the techno-commercial bid.</p> <p>ii) Provided that the sister subsidiary / co-subsidiary Company on its own meets the technical experience criteria as stipulated in the above BEC-BRC and not through any other arrangement like Technical Collaboration etc.</p> <p>With a view to ensure commitment and involvement of the ultimate parent / holding Company for successful execution of the Contract, the participating bidder shall enclose an agreement (as per format enclosed at PROFORMA-XVII) between them, their ultimate parent / holding Company and their sister subsidiary / co-subsidiary Company, along with the technical bid.</p>			

8	Note to Clause Nos. 1.6 and 1.7	<p>Note: In the situations mentioned in Clause Nos. 1.6 and 1.7 above, following conditions are required to be fulfilled / documents to be submitted:</p> <p>(i) Undertaking by the supporting Company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-XVIII, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding Company, in case the supported bidding Company is the successful bidder. In cases where foreign based supporting Company does not have permanent establishment in India, the bidding Company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting Company. In such case bidding Company shall furnish an undertaking that their foreign based supporting Company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(ii) Undertaking from the supporting Company to the effect that in addition to invoking the performance security submitted by the Contractor, the performance security provided by supporting Company shall be invoked by OIL due to non-performance of the Contractor.</p>			
9	1.8	<p>Bidders have to get the documents submitted against Clause No. 1.0 (except CVs / Bio-data of Personnel and documentary evidences for experiences mentioned in the respective CVs / Bio-data) verified and certified by a Third Party Inspection Agency and submit the duly certified Inspection Certificate issued by the Agency along with the Technical Bid (to refer Clause No. 7.0 for details).</p>			

10	2.0	<p>2.1 The bidder must have minimum Annual Financial Turnover of at least INR 10.57 Crore in any of preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports.</p> <p>2.2 The Net Worth of the bidder must be positive for financial / accounting year preceding the original bid closing date.</p> <p>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses - account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]</p> <p>2.3 Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months 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 affidavit / undertaking as per PROFORMA-X certifying that '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'.</p> <p>2.4 For proof of Annual Turnover & Net worth, any</p>			
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		<p>one of the following document must be submitted along with the technical bid:</p> <p>(i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA-XI. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.</p> <p style="text-align: center;">OR</p> <p>(ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested / digitally signed printed published accounts are also acceptable.</p> <p>2.5 In case the bidder is a Central Govt. Organization / PSU / State Govt. Organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.</p> <p>2.6 In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para 2.3 and 2.4 above.</p> <p>2.7 In case of bid from Consortium of Companies as per Clause 1.5, the average annual financial turnover in any of preceding three (3) financial years reckoned from the original bid closing date should be as per Clause 2.1 above for any member of the Consortium and minimum 50% of the value mentioned under Clause 2.1 above for other members.</p>			
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		<p>The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.</p> <p>In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ 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 or US\$. 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.</p> <p>2.8 In case the bidder is a subsidiary Company (should be a 100% subsidiary of the parent / ultimate parent / holding Company) as per Clause 1.6 and 1.7, 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 are needed to be submitted along with the technical bid in support of the following:</p> <p>i) Average Annual Turnover in any of the preceding three (3) financial years reckoned from the original bid closing date of the parent / ultimate parent / holding Company (supporting Company) shall be as per Clause 2.1 above.</p> <p>ii) Net worth of the parent / ultimate parent / holding Company (supporting Company) should be positive for the accounting year preceding the bid closing date.</p>			
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		<p>iii) Corporate Guarantee (PROFORMA-XIX) on parent/ultimate parent/holding Company's (supporting Company) letter head signed by an authorized official undertaking that they would financially support their subsidiary Company for executing the project / job in case the same is awarded to them, and</p> <p>iv) Documents to substantiate that the bidder is a 100% subsidiary Company of the parent/ultimate/holding parent Company.</p> <p>2.9 Bidders have to get the documents submitted against BEC Clause No. 2.0 verified and certified by a Third Party Inspection Agency and submit the duly certified Inspection Certificate issued by the Agency along with the Technical Bid (to refer Clause No. 7.0 for details).</p>			
11	Note to Clause 5.0 (Evaluation of Bids for quality in QCBS evaluation)	<p>III. It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed in PROFORMA-XX and submit the same along with the technical bid.</p>			

COMMERCIAL CHECK LIST**Bidder's Name:** _____**Tender No.:** _____

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to One Hundred and Twenty (120) days from final Bid Due Date / Date of opening of bids.	

9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm currency of quoted prices is in Indian Rupees.	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

19	Confirm submission of documents towards Local content of offered services. Self declaration & CA certificate as per PP-LC notification to be submitted.	
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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 _____