

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

AMENDMENT NO. 2 Dated 05.03.2024 to GeM Tender No. GEM/2024/B/4609668 for Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

This Amendment to the tender is issued to notify about the following:

- i. Amendments to a few tender clauses are stipulated vide **ANNEXURE-I** enclosed herewith.
- ii. All Proformas, Checklists, Appendices, Enclosures of the tender are enclosed as **ANNEXURE-II**.
- iii. OIL's Responses to Pre-Bid Queries are enclosed as **ANNEXURE-III**.

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

ANNEXURE-I:: AMENDMENTS TO CLAUSES OF GEM TENDER No. GEM/2024/B/4609668

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
INTRODUCTION			
1.	2. (xii) (Page 2)	Amount of Performance Security: 10% of Annualized Contract value.	Amount of Performance Security: 5% of Annualized Contract value.
Part: 3: Scope of Work/ Terms of Reference/Technical Specifications			
2.	2.5 (Page 44)	PROPOSED DRILLING WELLS: As per the Minimum Work Programme (MWP) of the Revenue Sharing Contract (RSC) of the block, OIL will be required to drill 04 No. of development/appraisal wells, and 01 no. . However, based on field geological modelling and their subsequent Processing & Interpretation on the outcome of these drillings, further drilling of locations will be decided. The co-ordinates of the identified locations are given below.	PROPOSED DRILLING WELLS: As per the Minimum Work Programme (MWP) of the Revenue Sharing Contract (RSC) of the block, OIL will be required to drill 04 No. of development/appraisal wells, and workover job in 01 nos. of already drilled well. However, based on field geological modelling and their subsequent Processing & Interpretation on the outcome of these drillings, further drilling of locations will be decided. The co-ordinates of the identified locations are given below.
Part: 3: - Exhibit-1 (Cementing Services)			
3.	A.2.1 CEMENTING UNIT (1 No.) (Page 48)	c) Re-circulating Cement Mixing System: Re-circulating equipment consisting of re-circulating mixer used in conjunction with a single/two compartment, adequate for the requirement. Mixing tub equipped with a turbine agitator (optional) in each compartment. Re-circulating equipment which uses enhanced high-shearing jet mixing system is also acceptable. Total Cement slurry tank capacity should not be less than 10 us bbl.	c) Re-circulating Cement Mixing System: Re-circulating equipment consisting of re-circulating mixer used in conjunction with a single/two compartment, adequate for the requirement. Mixing tub equipped with a turbine agitator (optional) in each compartment. Re-circulating equipment which uses enhanced high-shearing jet mixing system is also acceptable. Total Cement slurry tank capacity should not be less than 08 us bbl.

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
4.	A.2.1 CEMENTING UNIT (1 No.) (Page 50)	i) The bidder should include one cement surge tank of capacity 60 cft. (approx.) along with cementing unit capable of taking input bulk cement from field storage cement silo/field transport bulk cement silo for smooth operation of cementing unit with provision of pneumatic knife valve for operation.	i) The bidder may include one cement surge tank of capacity 60 cft. (approx.) along with cementing unit capable of taking input bulk cement from field storage cement silo/field transport bulk cement silo for smooth operation of cementing unit with provision of pneumatic knife valve for operation.
5.	A.2.5 SURFACE FITTINGS [TOOLS / EQUIPMENT]: (Page 52)	a) Cementing head with quick change adaptor: 1. 20" x 94ppf, N-80 & K55 x BTC (API 5CT) single plug cementing head (minimum 1000 PSI) with quick coupler/adaptor having bottom buttress pin thread for 20 inch casing- 1 nos.	a) Cementing head with quick change adaptor: 1. 20" x 94ppf, N-80 & K55 x BTC (API 5CT) single plug cementing head/ circulating head (minimum 1000 PSI) with quick coupler/adaptor having bottom buttress pin thread for 20 inch casing- 1 nos.
6.	A.3.0 PERSONNEL: A. Experience of Personnel: (Page 53)	1. Cementing Engineer a) The BIDDER will deploy competent, qualified (minimum of a valid degree in bachelors in engineering), adequately experienced and trained cementing Engineer with minimum five (05) years independent experience from the closing date of Tender in HP/DEVIATED/HORIZONTAL WELLS for carrying out jobs as mentioned in scope of work correctly and efficiently.	1. Cementing Engineer a) The BIDDER will deploy competent, qualified (minimum of a valid degree in bachelors in engineering), adequately experienced and trained cementing Engineer with minimum Three (03) years independent experience from the closing date of Tender in HP/DEVIATED/HORIZONTAL WELLS for carrying out jobs as mentioned in scope of work correctly and efficiently.

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause												
7.	A.3.0 PERSONNEL: A. Experience of Personnel: (Page 53)	2. Cementing Operator/Cementer a) Cementing operators/Cementer should have minimum 05 five years of experience as cementing operator and must be able to perform cementing operations independently. The Cementing Operator should have passed at least SSC or equivalent and trade certificate from reputed vocational institute and should also have undergone basic training in Cementing in reputed cementing school, such as Halliburton / Dowell Schlumberger / BJ / IDT (ONGC) or any other reputed cementing school.	2. Cementing Operator/Cementer a) Cementing operators/Cementer should have minimum Three (03) years of experience as cementing operator and must be able to perform cementing operations independently. The Cementing Operator should have passed at least SSC or equivalent and trade certificate from reputed vocational institute and should also have undergone basic training in Cementing in reputed cementing school, such as Halliburton / Dowell Schlumberger / BJ / IDT (ONGC) or any other reputed cementing school.												
8.	A.3.0 PERSONNEL: A. Experience of Personnel: (Page 53)	3. Cementing Assistant/Helper/ Cement silo/bulk plant operator/ Mixing water tank operator a) Should have relevant experience of (03) three years.	3. Cementing Assistant/Helper/ Cement silo/bulk plant operator/ Mixing water tank operator a) Should have relevant experience of One (01) year.												
9.	A.12.0 MOBILIZATION/ INTERIM DE- MOBILIZATION/ INTERIM RE- MOBILIZATION OF TOOLS / EQUIPMENT / CONSUMABLES / SPARES (Page 62)	<p>The BIDDER shall mobilize all the tools & equipment & sufficient inventory in a package to meet contractual obligation for carrying out assigned jobs.</p> <table border="1" data-bbox="497 1066 1310 1428"> <thead> <tr> <th data-bbox="497 1066 943 1126">Particulars</th> <th data-bbox="943 1066 1310 1126">Mobilization Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="497 1126 943 1331">Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.</td> <td data-bbox="943 1126 1310 1331">Within 90 days of issue of Mobilization Notice after Letter of award by Company.</td> </tr> <tr> <td data-bbox="497 1331 943 1428">Interim de-mobilization of BIDDER's tools and</td> <td data-bbox="943 1331 1310 1428">Within 05 days of issue of Interim De-mobilization notice</td> </tr> </tbody> </table>	Particulars	Mobilization Time	Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.	Within 90 days of issue of Mobilization Notice after Letter of award by Company.	Interim de-mobilization of BIDDER's tools and	Within 05 days of issue of Interim De-mobilization notice	<p>The BIDDER shall mobilize all the tools & equipment & sufficient inventory in a package to meet contractual obligation for carrying out assigned jobs.</p> <table border="1" data-bbox="1337 1066 2154 1428"> <thead> <tr> <th data-bbox="1337 1066 1783 1126">Particulars</th> <th data-bbox="1783 1066 2154 1126">Mobilization Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="1337 1126 1783 1331">Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.</td> <td data-bbox="1783 1126 2154 1331">Within 90 days of issue of Mobilization Notice after Letter of award by Company.</td> </tr> <tr> <td data-bbox="1337 1331 1783 1428">Interim de-mobilization of BIDDER's tools and</td> <td data-bbox="1783 1331 2154 1428">Within 07 days of issue of Interim De-mobilization notice</td> </tr> </tbody> </table>	Particulars	Mobilization Time	Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.	Within 90 days of issue of Mobilization Notice after Letter of award by Company.	Interim de-mobilization of BIDDER's tools and	Within 07 days of issue of Interim De-mobilization notice
Particulars	Mobilization Time														
Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.	Within 90 days of issue of Mobilization Notice after Letter of award by Company.														
Interim de-mobilization of BIDDER's tools and	Within 05 days of issue of Interim De-mobilization notice														
Particulars	Mobilization Time														
Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.	Within 90 days of issue of Mobilization Notice after Letter of award by Company.														
Interim de-mobilization of BIDDER's tools and	Within 07 days of issue of Interim De-mobilization notice														

Sl. No.	Clause No.	Original Tender Clause		Amended Tender Clause	
		equipment, accessories, spares, manpower etc.		equipment, accessories, spares, manpower etc.	
		Interim re-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.	Within 15 days of issue of Interim Re-mobilization notice	Interim re-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.	Within 20 days of issue of Interim Re-mobilization notice
		Additional/Optional Services		Additional/Optional Services	
		Mobilization of Optional Tools & equipment etc.	Within 30 days of Mobilization notice issued by the Company	Mobilization of Optional Tools & equipment etc.	Within 30 days of Mobilization notice issued by the Company
10.	B.1.0. MOBILISATION CHARGES: (Page 77)	<p>iii. Mobilization charges will be payable when all equipment & crew are positioned to undertake/commence the work at the first location and duly certified by the Company's Engineer and on successful completion of 1st job within 10 days of completion of mobilization of equipment and personnel by the contractor.</p> <p>iv. In the event of non-assignment of 1st job within the stipulated 10 days as mentioned above, 50% of the mobilization charges shall be released and rental payment shall start from the 11th day.</p>		<p>iii. Mobilization charges will be payable when all equipment & crew are positioned to undertake/commence the work at the first location and duly certified by the Company's Engineer and on successful function testing of mobilized items by the contractor at first location.</p> <p>iv. Rental payment shall start from the 1st day after completion of mobilization.</p>	
11.	B.12.0. (Page 80)	In case, any one of the Cementing Unit is out of order due to any reason beyond 15 days, additionally penalty will be levied at the rate of per day rental rate on pro rata basis apart from zero rate.		DELETED	

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause																																																				
Part: 3: - Exhibit-2 (Mud Engineering Services)																																																							
12.	A. 1.1 (i). DRILLING FLUID DESCRIPTION FOR DRILLING WELLS: (Page 81)	<p>a. <u>THREE STAGE DRILLING WELL (LOC: TUL-A/ TUL-B/ TUL-C)</u></p> <table border="1" data-bbox="499 363 1310 933"> <thead> <tr> <th>HOLE SIZE</th> <th>APPROXIMATE DEPTHS (m) (TUL-A/ TUL-B/ TUL-C)</th> <th>MUD SYSTEM</th> <th>APPROXIMATE MUD DENSITY IN SG* (pcf)</th> </tr> </thead> <tbody> <tr> <td>17 ½"</td> <td>150/200/300</td> <td>Bentonite Spud Mud</td> <td>1.075-1.091 (67-68 pcf)</td> </tr> <tr> <td>12¼"</td> <td>500/800/1500</td> <td>Polymeric Inhibitive WBM</td> <td>1.091-1.124 (68-70 pcf)</td> </tr> <tr> <td>8 ½"</td> <td>800/1400/2300</td> <td>Polymeric Inhibitive WBM</td> <td>TUL-A: 1.124-1.22 (70-76 pcf) TUL-B: 1.124-1.22 (70-76 pcf) TUL-C: 1.25-1.72 (78-107 pcf)</td> </tr> </tbody> </table> <p><i>* The mud weights are proposed based on seismic pore pressure profile which are stated to be purely indicative hence, mud weights are subjected to change as per actual drilling evidence. Enough chemicals including Barytes is required to be kept at site and as back up to tackle any unforeseen situations.</i></p> <p>b. <u>FOUR STAGE DRILLING WELL (TUL-D)</u></p> <table border="1" data-bbox="499 1198 1310 1390"> <thead> <tr> <th>HOLE SIZE</th> <th>APPROXIMATE DEPTH (MTRS.)</th> <th>MUD SYSTEM</th> <th>APPROXIMATE MUD DENSITY IN SG* (pcf)</th> </tr> </thead> <tbody> <tr> <td>26"</td> <td>300</td> <td>Bentonite Spud Mud</td> <td>1.075-1.091 (67-68 pcf)</td> </tr> </tbody> </table>	HOLE SIZE	APPROXIMATE DEPTHS (m) (TUL-A/ TUL-B/ TUL-C)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)	17 ½"	150/200/300	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)	12¼"	500/800/1500	Polymeric Inhibitive WBM	1.091-1.124 (68-70 pcf)	8 ½"	800/1400/2300	Polymeric Inhibitive WBM	TUL-A: 1.124-1.22 (70-76 pcf) TUL-B: 1.124-1.22 (70-76 pcf) TUL-C: 1.25-1.72 (78-107 pcf)	HOLE SIZE	APPROXIMATE DEPTH (MTRS.)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)	26"	300	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)	<p>a. <u>THREE STAGE DRILLING WELL (LOC: TUL-A)</u></p> <table border="1" data-bbox="1341 328 2145 823"> <thead> <tr> <th>HOLE SIZE</th> <th>APPROXIMATE DEPTHS (m) (TUL-A)</th> <th>MUD SYSTEM</th> <th>APPROXIMATE MUD DENSITY IN SG* (pcf)</th> </tr> </thead> <tbody> <tr> <td>17 ½"</td> <td>150</td> <td>Bentonite Spud Mud</td> <td>1.075-1.091 (67-68 pcf)</td> </tr> <tr> <td>12¼"</td> <td>500</td> <td>Polymeric Inhibitive WBM</td> <td>1.091-1.124 (68-70 pcf)</td> </tr> <tr> <td>8 ½"</td> <td>800</td> <td>Polymeric Inhibitive WBM</td> <td>TUL-A: 1.124-1.22 (70-76 pcf)</td> </tr> </tbody> </table> <p><i>* The mud weights are proposed based on seismic pore pressure profile which are stated to be purely indicative hence, mud weights are subjected to change as per actual drilling evidence. Enough chemicals including Barytes is required to be kept at site and as back up to tackle any unforeseen situations.</i></p> <p>b. <u>FOUR STAGE DRILLING WELL (LOC: TUL-B, TUL-C, TUL-D)</u></p> <table border="1" data-bbox="1341 1131 2145 1418"> <thead> <tr> <th>HOLE SIZE</th> <th>APPROXIMATE DEPTH (M) (TUL-B, TUL-C, TUL-D)</th> <th>MUD SYSTEM</th> <th>APPROXIMATE MUD DENSITY IN SG* (pcf)</th> </tr> </thead> <tbody> <tr> <td>26"</td> <td>200/250/300</td> <td>Bentonite Spud Mud</td> <td>1.075-1.091 (67-68 pcf)</td> </tr> <tr> <td>17 ½"</td> <td>600/1200/1400</td> <td>Polymeric Inhibitive WBM</td> <td>1.075-1.091 (67-68 pcf)</td> </tr> </tbody> </table>	HOLE SIZE	APPROXIMATE DEPTHS (m) (TUL-A)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)	17 ½"	150	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)	12¼"	500	Polymeric Inhibitive WBM	1.091-1.124 (68-70 pcf)	8 ½"	800	Polymeric Inhibitive WBM	TUL-A: 1.124-1.22 (70-76 pcf)	HOLE SIZE	APPROXIMATE DEPTH (M) (TUL-B, TUL-C, TUL-D)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)	26"	200/250/300	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)	17 ½"	600/1200/1400	Polymeric Inhibitive WBM	1.075-1.091 (67-68 pcf)
HOLE SIZE	APPROXIMATE DEPTHS (m) (TUL-A/ TUL-B/ TUL-C)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)																																																				
17 ½"	150/200/300	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)																																																				
12¼"	500/800/1500	Polymeric Inhibitive WBM	1.091-1.124 (68-70 pcf)																																																				
8 ½"	800/1400/2300	Polymeric Inhibitive WBM	TUL-A: 1.124-1.22 (70-76 pcf) TUL-B: 1.124-1.22 (70-76 pcf) TUL-C: 1.25-1.72 (78-107 pcf)																																																				
HOLE SIZE	APPROXIMATE DEPTH (MTRS.)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)																																																				
26"	300	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)																																																				
HOLE SIZE	APPROXIMATE DEPTHS (m) (TUL-A)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)																																																				
17 ½"	150	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)																																																				
12¼"	500	Polymeric Inhibitive WBM	1.091-1.124 (68-70 pcf)																																																				
8 ½"	800	Polymeric Inhibitive WBM	TUL-A: 1.124-1.22 (70-76 pcf)																																																				
HOLE SIZE	APPROXIMATE DEPTH (M) (TUL-B, TUL-C, TUL-D)	MUD SYSTEM	APPROXIMATE MUD DENSITY IN SG* (pcf)																																																				
26"	200/250/300	Bentonite Spud Mud	1.075-1.091 (67-68 pcf)																																																				
17 ½"	600/1200/1400	Polymeric Inhibitive WBM	1.075-1.091 (67-68 pcf)																																																				

Sl. No.	Clause No.	Original Tender Clause				Amended Tender Clause			
		17 ½"	1400	Polymeric Inhibitive WBM	1.075-1.091 (67-68 pcf)	12¼"	1100/1800/2400	Polymeric Inhibitive WBM	1.091-1.124 (68-70 pcf)
		12¼"	2400	Polymeric Inhibitive WBM	1.091-1.124 (68-70 pcf)	8 ½"	1400/2300/3200	Polymeric Inhibitive WBM	TUL-B: 1.124-1.22 (70-76 pcf), TUL-C: 1.25-1.72 (78-107 pcf), TUL-D: 1.38-1.926 (86-120 pcf)
		8 ½"	3200	Polymeric Inhibitive WBM	1.38-1.926 (86-120 pcf)	<p><i>* The mud weights are proposed based on seismic pore pressure profile which are stated to be purely indicative hence, mud weights are subjected to change as per actual drilling evidence. Enough chemicals including Barytes is required to be kept at site and as back up to tackle any unforeseen situations.</i></p>			
13.	A. 1.1 (ii). WORKOVER & COMPLETION FLUID: (Page 82)	<p>The bidder shall supply clear Sodium formate solution as well completion fluid to cater density requirement up to 10.695 ppg during production testing stage. Any density requirement above to 10.695 ppg shall be catered by drilling fluid present at well site.</p> <p>For Workover operations the bidder shall supply clear sodium formate solution along with other chemicals required for carrying workover jobs.</p> <p>Brine weights may range from 8.32 ppg to 10.695 ppg. The purity of sodium formate supplied at well site should be as per the specification provided in the tender document. Provision for adequate volumes with sufficient back up should be present to cater to any well killing operations during well testing operations.</p>				<p>The bidder shall supply clear Sodium formate solution as well completion fluid to cater density requirement up to 10.695 ppg during production testing stage. Company shall issue call out notice to the bidder for supply of sodium formate specifying the required quantity. The bidder shall supply the sodium formate within 45 days from the call out notice.</p> <p>For Workover operations the bidder shall supply clear sodium formate solution along with other chemicals required for carrying workover jobs.</p> <p>Brine weights may range from 8.32 ppg to 10.695 ppg. Any density requirement above to 10.695 ppg shall be catered by drilling fluid present at well site. The purity of sodium formate supplied at well site should be as per the specification provided in the tender document. Provision for adequate volumes with sufficient back up should be present to cater to any well killing operations during well testing operations.</p>			

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
14.	A. 6.0 LEFTOVER CHEMICALS AND ADDITIVES: (Page 90)	<p>6.1 The Bidder shall lift the unused / left over Chemicals after completion of the contract from the well site within 15 days from the intimation about the same at their own cost.</p> <p>6.2 The Company shall not buy any leftover mud chemicals/additives, or any consumables brought by the Contractor. It would be the responsibility of the Contractor to re-export or dispose-off the left over Chemical and additives, as deemed fit, in accordance with existing regulations.</p>	<p>6.1 The Company shall not buy any leftover mud chemicals/additives (except Sodium Formate as mentioned in Clause 6.2 below), or any consumables brought by the Contractor. It would be the responsibility of the Contractor to re-export or dispose-off the left over Chemical and additives, as deemed fit, in accordance with existing regulations.</p> <p>6.2 The company shall buyback the leftover quantity/ unused quantity of sodium formate that was brought by bidder under call out option, at company's prevailing price or, bidder's quoted price, whichever is lower, for use in MPA wells under Company's Field Head Quarters, Duliajan. The leftover quantity of sodium formate is subjected to physical verification by company representative. Damaged bags in any manner shall not be considered for buy back option. The bidder at its own cost shall transfer such unused/leftover quantity of sodium formate from well site/ nearest base at Tripura to designated well/place at MPA.</p> <p>6.3 The Bidder shall lift the unused / left over Chemicals after completion of the contract from the well site within 15 days from the intimation about the same at their own cost.</p>

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
15.	B. 9.0 INTERIM DEMOBILIZATION/ RE-MOBILIZATION CHARGES: (LUMP SUM) [For Personnel, Mud Lab, Equipment, Tools, Accessories etc.]: (Page 123)	a) Mud lab with all equipment and accessories, personnel and well site chemicals shall be de-mobilized from the wellsite on interim basis by the Contractor within 05 (five) days from the date of issuance of interim demobilization notice. In such situation, Contractor shall be paid one time Interim De-mobilization and Interim Re-mobilization charges in lump sum. However, no other charges shall be payable after interim de-mobilization notice has been issued until the contractor on receipt of the notice from the company for remobilization, and re-mobilizes all its equipment, personnel, chemicals etc. to the wellsite, as certified by company representative for resuming operations. b) Contractor shall re-mobilize required personnel including laboratory equipment, tools, and accessories for the next well within 15 (fifteen) days from the date of interim re-mobilization notice.	a) Mud lab with all equipment and accessories, personnel and well site chemicals shall be de-mobilized from the wellsite on interim basis by the Contractor within 07 (seven) days from the date of issuance of interim demobilization notice. In such situation, Contractor shall be paid one time Interim De-mobilization and Interim Re-mobilization charges in lump sum. However, no other charges shall be payable after interim de-mobilization notice has been issued until the contractor on receipt of the notice from the company for remobilization, and re-mobilizes all its equipment, personnel, chemicals etc. to the wellsite, as certified by company representative for resuming operations. b) Contractor shall re-mobilize required personnel including laboratory equipment, tools, and accessories for the next well within 20 (twenty) days from the date of interim re-mobilization notice.

Part-4, Section-II: Special Conditions of Contract

16.	1.2 (Page 168)	<p>MOBILISATION TIME: The mobilization time for the services under Bundled services contract shall commence from the date Company issues Notice for Mobilization for respective services after Award of Contract (issue of LOA). Mobilization shall be treated complete only when all the service packs including manpower for both services (Cementing and Mud Engineering Services) are mobilized and integrally aligned at designated well site for rendering services with man, materials, and all tools as per the respective scope of work under this bundled service contract, as duly tested and certified by the company representative upon inspection. The date of completion of mobilization for this bundled service will also be treated as the Commencement Date of the Contract. The mobilization of the bundle services, its equipment/</p>	<p>MOBILISATION TIME: The mobilization time for the services under Bundled services contract shall commence from the date Company issues Notice for Mobilization for respective services after Award of Contract (issue of LOA). Mobilization shall be treated complete only when all the service packs including manpower for both services (Cementing and Mud Engineering Services) are mobilized at designated well site or any designated location for rendering services with man, materials, and all tools as per the respective scope of work under this bundled service contract, as duly tested and certified by the company representative upon inspection. The date of completion of mobilization for this bundled service will also be treated as the Commencement Date of the Contract. The</p>
-----	-----------------------	--	---

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
		accessories, personnel etc.as per Scope of work of individual services, should be completed by Contractor within the timeline as mentioned in the table below.	mobilization of the bundle services, its equipment/ accessories, personnel etc.as per Scope of work of individual services, should be completed by Contractor within the timeline as mentioned in the table below.
17.	4.0 (Page 169)	<u>INTERIM DEMOBILISATION AND INTERIM REMOBILISATION:</u> The contractor shall demobilize all/part of services (as notified), equipment, accessories, and personnel from the wellsite on interim basis within 05 (five) days from the date of issuance of interim demobilization notice by the company. In such situation, Contractor shall be paid one-time Interim Demobilization charges on lumpsum basis. No other charges shall be payable during this demobilized period.	<u>INTERIM DEMOBILISATION AND INTERIM REMOBILISATION:</u> The contractor shall demobilize all/part of services (as notified), equipment, accessories, and personnel from the wellsite on interim basis within 07 (Seven) days from the date of issuance of interim demobilization notice by the company. In such situation, Contractor shall be paid one-time Interim Demobilization charges on lumpsum basis. No other charges shall be payable during this demobilized period.
18.	4.2 (Page 169)	Contractor shall remobilize all/part of services (as notified) including equipment, accessories, and personnel to the wellsite and make it ready for operation within 15 days from the date of interim re-mobilization notice.	Contractor shall remobilize all/part of services (as notified) including equipment, accessories, and personnel to the wellsite and make it ready for operation within 20 days from the date of interim re-mobilization notice.
19.	6.0 (Page 170)	<u>SPECIAL SITUATION DURING NIL DAY RATE:</u> During the period when Nil day Rate (NDR) is in force the contractor must ensure health, safety and integrity of the well. For that purpose, the contractor shall have to continue Mud Engineering Service activities and Company shall pay SPECIAL RATE DURING NIL DAY RATE at 50% of the applicable Mud Engineering Service rates.	<u>SPECIAL SITUATION DURING NIL DAY RATE:</u> During the period when Nil day Rate (NDR) is in force, the contractor must ensure health, safety and integrity of the well. For that purpose, if Mud Engineering service is available and used by OIL, the contractor shall have to continue Mud Engineering Service activities and Company shall pay SPECIAL RATE DURING NIL DAY RATE at 50 % of the applicable Mud Engineering Service rates for that usage period.
20.	22.0 (Page 177)	<u>LIABILITY FOR THE WELL OR RESERVOIR</u> Notwithstanding anything else contained herein to the contrary, in accepting an order to perform any services and or to furnish any Equipment, the CONTRACTOR does so with the understanding that they do not	<u>LIABILITY FOR THE WELL OR RESERVOIR</u> Notwithstanding anything else contained herein to the contrary, in accepting an order to perform any services and or to furnish any Equipment, the CONTRACTOR does so with the understanding that they do not

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
		<p>guarantee results. Further notwithstanding anything else contained herein to the contrary, the CONTRACTOR shall not be liable or responsible for or in respect of:</p> <ul style="list-style-type: none"> (i) any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas therefrom), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or (ii) blowout, fire, explosion of other uncontrolled well condition; and/or (iii) damage to, or loss of oil or gas from, any pipelines, vessels or storage or production facilities; and/or (iii) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations <p>Irrespective of the cause and the COMPANY agrees that it shall absolve the CONTRACTOR and protect, defend, indemnify and hold the CONTRACTOR and its co-lessees, its sub-Contractors, its agents and its parents, subsidiaries and affiliates, its other CONTRACTORS and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgements of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, except on account of any Gross Negligence on the part of CONTRACTOR, its</p>	<p>guarantee results. Further notwithstanding anything else contained herein to the contrary, the CONTRACTOR shall not be liable or responsible for or in respect of:</p> <ul style="list-style-type: none"> (i) any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas therefrom), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or (ii) blowout, fire, explosion of other uncontrolled well condition; and/or (iii) damage to, or loss of oil or gas from, any pipelines, vessels or storage or production facilities; and/or (iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations <p>Irrespective of the cause and the COMPANY agrees that it shall absolve the CONTRACTOR and protect, defend, indemnify and hold the CONTRACTOR and its co-lessees, its sub-Contractors, its agents and its parents, subsidiaries and affiliates, its other CONTRACTORS and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgements of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or</p>

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
		Sub-Contractor, their employees or equipment and tools, including costs incurred by COMPANY in this respect."	entity, resulting from any of the above, except on account of any Gross Negligence on the part of CONTRACTOR, its Sub-Contractor, their employees or equipment and tools, including costs incurred by COMPANY in this respect."
21.	36.0	<u>New Clause</u>	<p><u>INTELLECTUAL PROPERTY:</u></p> <p>While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</p>
22.	37.0	<u>New Clause</u>	<p><u>IP INFRINGEMENT:</u></p> <p>Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:</p> <ol style="list-style-type: none"> 1. Specific modification or design of Contractor equipment or Services to meet Company's specifications;

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
			<p>2. Combination of Contractor’s equipment or Services in combination of other equipment and/ or services not recommended by Contractor,</p> <p>3. Out of unauthorized additions or modifications of Contractor’s equipment or services by Company, or</p> <p>4. Company’s use of Contractor’s equipment or Services that does not correspond to Contractor’s published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.</p>
23.	38.0	<u>New Clause</u>	The following insurance provisions under General Conditions of Contract stand amended as mentioned hereunder for the particular services under this tender/contract:
24.	38.1	<p><u>GCC Clause No 14.6:</u></p> <p>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.</p>	<p><u>GCC Clause No 14.6:</u></p> <p>Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.</p>
25.	38.2	<p><u>GCC Clause No 14.9 (Principal Assured):</u></p> <p>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):</p> <p>“Oil India Limited, and CONTRACTOR’s name (as appearing in the Contract/LOA)”</p>	<p><u>GCC Clause No 14.9 :</u></p> <p>Additional Assured: “Oil India Limited” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s compensation/Employer’s Liability insurance).</p>

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
26.	38.3	<p><u>GCC Clause No 14.10 (Waiver of subrogation):</u></p> <p>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:</p> <p>“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees”.</p>	<p><u>GCC Clause No 14.10 (Waiver of subrogation):</u></p> <p>Except for Workmen’s Compensation / Employer’s Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or Additional Assured, all insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:</p> <p>“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees to the extent of the indemnities undertaken by the Contractor under this Contract”</p>
27.	38.4	<p><u>GCC Clause No 14.12 (Compliance with Sec 25(1), of “The General Insurance Business (Nationalization) Act 1972”)</u></p> <p>Section 25(1) of “The General Insurance Business (Nationalization) Act 1972” is reproduced below:</p> <p>“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”.</p> <p>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.</p>	DELETED

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
28.	38.5	<p><u>GCC Clause No 14.13 (Loss Payee Clause):</u></p> <p>The Insurance Policies should mention the following in Loss Payee Clause:</p> <p>“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.</p>	DELETED
29.	38.6	<p><u>GCC Clause No 14.16.vi (Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)):</u></p> <p>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.</p>	<p><u>GCC Clause No 14.16.vi (Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)):</u></p> <p>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. These will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.</p>
30.	38.7	<p><u>GCC Clause No 14.16.vii</u></p> <p>CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).</p>	<p><u>GCC Clause No 14.16.vii</u></p> <p>CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) or Contractor shall have the right to self-insure, except while the equipment are below rotary table or in the well bore.</p>
Part-5 (BOQ) SECTION-I: General Schedule of Rates			

Sl. No.	Clause No.	Original Tender Clause	Amended Tender Clause
31.	4.0 NIL/ ZERO DAY RATE: (Page 190)	Note: During the period of NIL Day Rate (NDR) Contractor shall have to ensure the health and safety of the well in all possible manner.	Note: During the period of NIL Day Rate (NDR) Contractor shall have to provide OIL with necessary support services to ensure the health and safety of the well in all possible manner.
PROFORMAS AND ANNEXURES			
31.	All Proformas, Checklists, Appendices, Enclosures of the tender are enclosed as ANNEXURE-II.		

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-A1 (for Exhibit-1:Cementing Services)

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE
(To be uploaded along with the Price Bid)**

In technical bid, Proforma-A to be uploaded without showing the prices.

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

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

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-A2 (for Exhibit-2: Mud Engineering Services)

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE
(To be uploaded along with the Price Bid)**

In technical bid, Proforma-A to be uploaded without showing the prices.

Sl. No .	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

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

Authorised Person's Signature: _____
Name: _____

Seal of the Bidder:

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-B

PRICE BIDDING FORMAT

(Uploaded as MS-Excel File in GEM Portal under the title 'Price Bidding Format')

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-C

BID FORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the 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 and Twenty) days** from the actual 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 _____ 202_.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-D

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

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-E

FORM OF BID SECURITY (BANK GUARANTEE)

**To
M/s OIL INDIA LIMITED
FRONTIER BASIN PROJECT
DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ___ day of _____ 20 _____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
 - (i) MT 760/MT 760 COV for issuance of bank guarantee.
 - (ii) MT 760/MT 767 COV for amendment of bank guarantee.
 - 1 [Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]
 - 2 The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.
- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Bid Security must contain the Tender Number.

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA - F

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
FRONTIER BASIN PROJECT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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 have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

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

ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
 - (iii) MT 760/MT 760 COV for issuance of bank guarantee.
 - (iv) MT 760/MT 767 COV for amendment of bank guarantee.
- 3 [Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]
- 4 The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.
- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-H

PROFORMA LETTER OF AUTHORITY

To:
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto _____ are correct.

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature:

UDIN:

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-K

**To
OIL INDIA LIMITED
DULIAJAN-786602**

SAFETY MEASURES

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

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 authorised 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 HSE (Health, Safety & Environmental) points mentioned in Part-4, Section-II (Special Conditions of Contact)

(Seal)
Date _____

Yours Faithfully

M/s _____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan.** 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

ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures

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.

ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures

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

ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures

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.

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

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.

.....
For the Principal

Date :

Place :

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-N

**To,
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our 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 Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-0

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER**

Certificate of Compliance of FINANCIAL CRITERIA

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

Refer Notes to BEC Clause 3.0 of the Bid Evaluation Criteria

I the authorized signatory(s) of
(Company or firm name with address) do hereby solemnly affirm and declare /
undertake as under:

**The balance sheet/Financial Statements for the financial year _____
(as the case may be) has actually not been audited as on the Bid Closing Date.**

Place:

Date:

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-P

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK
GUARANTEE**

**To,
The Oil India Limited
Duliajan – 786 602
Assam**

We, M/sare submitting the performance security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing reference no. for an amount of INR valid up to as per terms and conditions of our Purchase Order/Contract No.....

PBG issuing bank details:

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

Declaration:

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature _____
Name _____
Vendor Code _____
Email ID _____
Mobile No _____

Encl: Original performance bank guarantee

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-Q

**Format of Declaration/Undertaking by bidder towards percentage of Local
Content offered**

(To be submitted on Bidder's letter head)

To,

Head of the Department
Frontier Basin Project
Oil India Limited
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

Sub: PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT)

(PP-LC)

Ref: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

Dear Sirs,

I/We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ % as per Clause No. 1.0 of BEC/BRC of the tender and as per provision of **Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022**, to bid against the subject tender.

The percentage of local content in the bid is _____%.

Yours faithfully,

For (Name of the firm _____)

Signature of Authorised Signatory/ POA

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here)

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT
COMPANY/ 100% SUBSIDIARY COMPANY (As the case may be)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTARIZED)**

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

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

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)

PROFORMA-S2

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE
(Delete whichever not applicable)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTARIZED)
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

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

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))

<u>Witness:</u> 1. Signature _____ Full Name _____ Address _____ Signature _____ _____ Full Name _____ Address _____ _____	M/s _____ Signature _____ Name _____ _____ Designation _____ Common seal of the Company _____ Name _____
--	---

Witness:
2. Signature _____
Full Name _____
Address _____

PROFORMA-S3

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

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

- 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-sub subsidiary company in case the Bidder/Contractor is unable to execute the contract.
 7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/ Co- subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	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-sub subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-sub subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

PROFORMA-S4

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

**To
M/s OIL INDIA LIMITED (OIL)
FRONTIER BASIN PROJECT
DULIAJAN, ASSAM, INDIA,
PIN-786602**

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

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

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:

B. Issuing Bank:

Tender No. _____
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

C. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____
Address _____
Witness _____
Address _____

Date: _____
Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. _____ to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

**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:

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

- (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:

Witness:

1.

1.

2.

2.

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-T

**EXPERIENCE STATEMENT OF BIDDER/ SERVICE PROVIDER
(FOR RESPECTIVE SERVICES)**

Tender No: _____

Bidders' experience statement for their Service in previous Seven (7) years to be reckoned from the original bid closing date of the tender.

Sl. No.	Contract No.	Name & Contact details of client	Place of Operation	Details of Oil and/or Gas Wells where the services have been completed			Commencement date of contract	Completion date of contract
				Name of Well / Location	Drilled Depth of the Well	Nature of Well (vertical/ Deviated / Horizontal)		
1				1. 2. 3.				
2				1. 2. 3.				
3				1. 2. 3.				

Add rows as required.

Note: As a proof of successful completion of well(s), bidder must attach either copy of end of the well report or copy of daily progress report or any other document duly certified by Client for substantiating the drilled depth, name of well/location, Rig HP with contract number.

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

PROFORMA-U

DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

I/We _____ age _____ son of _____ do hereby solemnly affirm and declare as follows for and on behalf of the Firm:				
LIST OF EXISTING COMMITMENT AND ONGOING WORKS				
Sr. No.	Name of Works	Duration of Contract	Client Name & Address	Work Order Value (INR)
1	2	3	4	5
It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				
SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)				

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

Checklist-1

CHECKLIST FOR BID EVALUATION CRITERIA

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

Sl. No.	Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/ Deviation	Brochure of the Bid Document to support its remarks
1.	1.0			
2.	1.0 (a)			
3.	1.0 (b)			
4.	1.0 (c)			
5.	1.0 (d)			
6.	2.1			
7.	2.2.1			
8.	2.2.2			
9.	<u>Notes for Clause No. 2.2.1 and 2.2.2 above:</u>			
10.	2.3 A. (a)			
11.	2.3 A. (b)			
12.	2.3 A. (c)			
13.	2.3 A. (d)			
14.	2.3 A. (e)			
15.	2.3 B. (a)			
16.	2.3 B. (b)			
17.	2.3 B. (c)			
18.	2.3 B. (d)			
19.	2.3 C. (a)			

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

Sl. No.	Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/ Deviation	Brochure of the Bid Document to support its remarks
20.	2.3 C. (b)			
21.	2.3 C. (c)			
22.	2.3 C. (d)			
23.	2.3 C. (e)			
24.	2.3 C. (f)			
25.	2.3 C. (g)			
26.	2.3 C. (h)			
27.	2.3 C. (i)			
28.	2.3 C. (j)			
29.	2.3 C. (k)			
30.	2.3 C. (l)			
31.	2.3 C. (m)			
32.	2.3 C. (n)			
33.	2.3 C. (o)			
34.	2.3 D. (a)			
35.	2.3 D. (b)			
36.	2.3 E. (i) (a)			
37.	2.3 E. (i) (b)			
38.	2.3 E. (i) (c)			
39.	2.3 E. (i) (d)			
40.	2.3 E. (ii)			
41.	<u>Notes to Clause No. 2.3 D. and E. above:</u>			

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

Sl. No.	Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/ Deviation	Brochure of the Bid Document to support its remarks
42.	<u>Notes to Clause Nos. 2.2 and 2.3 above:</u>			
43.	2.4			
44.	<u>Notes to Clause No. 2.4 above:</u>			
45.	2.5			
46.	2.6 (a)			
47.	2.6 (b)			
48.	2.7			
49.	2.8			
50.	2.9			
51.	2.10			
52.	3.1			
53.	3.2			
54.	<u>Notes to BEC Clause 3.0 above:</u>			
55.	3.3 (a) (i)			
56.	3.3 (a) (ii)			
57.	3.3 (b)			
58.	<u>NOTES TO CLAUSE 3.3 :</u>			
59.	3.4			
60.	3.4 (i)			
61.	3.4 (ii)			
62.	3.4 (iii)			
63.	3.5			

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

Sl. No.	Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/ Deviation	Brochure of the Bid Document to support its remarks
64.	3.5 (i)			
65.	3.5 (ii)			
66.	3.5 (iii)			
67.	4.1			
68.	4.2			
69.	4.3			
70.	4.4			
71.	4.5			
72.	4.6			
73.	4.7			
74.	4.8			
75.	4.9			
76.	4.10			
77.	4.11			
78.	4.12			
79.	4.13			
80.	4.14			
81.	4.15			
82.	5.1			
83.	5.2			
84.	5.3			
85.	5.4			

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

Sl. No.	Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/ Deviation	Brochure of the Bid Document to support its remarks
86.	5.5			
87.	5.6			
88.	5.7			
89.	5.8			
90.	5.9			
91.	5.10			
92.	5.11			
93.	5.12			
94.	6.1			
95.	6.2			
96.	6.3			
97.	6.4			
98.	6.5			
99.	6.6			
100.	6.7			
101.	7.1.1			
102.	7.1.2			
103.	7.2			
104.	7.3			
105.	8.0			
106.	9.0			
107.	10.0			

&&&&&&&&

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

Checklist-2

COMMERCIAL CHECK LIST

Bidder's Name: _____

Sub: Hiring of Bundled Services (comprising of Cementing and Mud Engineering Services) for Drilling and Workover wells in Tulamara DSF Block, Tripura for a period of 02 (Two) years (with provision of extension for another 01 year) under OIL, Duliajan

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 hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	

ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures

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.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

**ANNEXURE-II:
Proformas, Checklists, Appendices, Enclosures**

ENCLOSURE-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER
OF TECHNOLOGY(ToT)**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable.)

ANNEXURE-III: OIL's RESPONSES TO PRE-BID QUERIES AGAINST GEM TENDER No. GEM/2024/B/4609668**A. QUERIES OF M/s SCHLUMBERGER SOLUTIONS PVT. LTD.**

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
BID DOCUMENT				
1.	Pre-bid meeting	Since the scope include multiple specialized services for remote Tripura location, bidder requests to have pre-bid meeting to help better understand the bidder's perspective and find mutually aggregable solutions.		The tender has been published after Inviting EOIs for the services. In view of the urgency of the requirement, Pre-Bid Meeting has not been scheduled and also a shorter bidding period has been allowed in the tender. However, sufficient time period has been provisioned in the tender for prospective bidders to submit any pre-bid queries.
2.	ePBG Percentage(%)	5.00	The PBG rate mentioned in the Introduction of the Project is 10% of the ACV. However, the PBG rate mentioned in the Bid Document is 5%.	As per latest Circular dtd. 13.02.2024 (post tender publication), the PBG amount shall be 5% of the ACV. Amendment shall be issued.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
			We request OIL to please confirm that the PBG applicable will be 5% of the ACV.	
3.	Duration of ePBG required (Months)	27	The validity of the PBG shall be until the expiry of the contract.	No change in tender clause. PBG shall be valid till 90 days post expiry of the contract (24+3 =27 months)
PART 2 – BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)				
4.	E. Bid submitted on the basis of the Technical Experience of Sister Subsidiary/ Co -subsidiary Company		We will be borrowing experience from more than one co-subsidiary / sister subsidiary for the various technical qualification requirements. For example, Entity A will submit the bid. Entities B and C are sister subsidiaries of Entity A. The experience in 'Cementing Service' will be borrowed from Entity B, while the experience in 'Mud Engineering Service' will be borrowed from Entity C.	Confirmed.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
			We request OIL to please confirm that bidder will be allowed to borrow experience from more than one entity for the individual services.	
5.	Notes to Clause No. 2.3 D. and E. above: (i)	<p>Valid legal documents, showing the legal relationship between the bidder and the parent/subsidiary/ co subsidiary/sister subsidiary (supporting company), as the case may be, along with shareholding pattern and linkage between the bidder and the parent/ subsidiary (supporting company)/ ultimate parent/ holding company</p> <p><u>A certificate from Practising Chartered Accountant or the statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of</u></p>	<p>We request OIL to please make this change in the BEC and allow a certificate from practicing CA for this purpose.</p> <p>This was agreed in Tender no. GEM/2023/B/4250572 for Hiring of Services including supply of materials for Multilateral Drilling and Completion</p>	<p>No change in tender clauses.</p> <p>This is a necessary requirement to determine the relationship between the bidding entity, the supporting entity and ultimate holding company (as applicable).</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<u>the Directors of the bidding company concerned. The above certificate should not be more than 30 days old as on the original bid closing date</u>		
6.	2.2.2 ELIGIBILITY AND EXPERIENCE OF THE BIDDER	Request to consider below revision in clause: The Bidder must have experience of successfully providing "Cementing Service" & "Mud Engineering Service" with men and material for a minimum of 03 (Three) onshore / offshore wells (for well depth more than 3500m) to reputed E&P companies in last 07 (seven) years preceding the original bid closing date.		No change in tender clause.
7.	Notes to Clause Nos. 2.2 and 2.3 above:	Identification of Services: Bidder must categorically indicate whether the bid has been submitted on its own (In-house) OR under Consortium OR JV OR Technical Collaboration OR on the basis of experience of parent/ subsidiary/ sister subsidiary/co-	We request OIL to kindly consider this change to make it in line with the experience borrowing provision.	No change in tender clause.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>subsidiary company. Accordingly, bidder must categorically confirm that the entity on the basis of whose experience the bid has been submitted, shall provide technical support including experienced manpower (if required) without any extra charge to OIL in the event <u>Bidder is unable to execute the Contract</u> of award of contract against the tender.</p>		
8.	2.4 VINTAGE	<p>Bidder sincerely requests company to remove the vintage requirement. Bidder has undertaken several major refurbishments to prolong the life of its fleet and the maintenance records can be made available to prove the remaining life of the assets.</p>		No change in tender clause.
9.	2.5 Mobilization	<p>Tripura being remote location, bidder requests to increase initial</p>		No change in tender clause.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		mobilization from 90 days to 120 days.		
10.			We request OIL to kindly provide the format of Agreement to be executed by Ultimate Holding Company, Borrowing entity and the Bidder in case of borrowing of experience from sister-subsiary and the other related forms/attachments.	Amendment shall be issued.
PART 3 – SCOPE OF WORK				
11.	Exhibit-1 : CEMENTING SERVICES 2.5 Laboratory Services		Bidder requests Company to have lab requirement in Northeast region. Samples to and from lab in other parts of the country will take around 2 weeks	No change in tender clause. (Bidder can still have lab in northeast as requirement is anywhere in India)
12.	Exhibit-1 : CEMENTING SERVICES 4.0 VINTAGE OF TOOLS / EQUIPMENT:		Bidder requests company to remove the requirement. Bidder has extensive preventive maintenance and preservation operating procedures. Bidder can share the maintenance records along	No change in tender clause.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
			<p>with refurbishment details (if applicable) to Company prior mobilization.</p> <p>Bidder kindly requests company to note, that such new tools would not be possible to procure for a 4 firm wells due to the global resource crunch. Therefore this requirement will prevent the bidder from submitting a compliant and competitive bid.</p>	
13.	Exhibit-1 : CEMENTING SERVICES	12.0 In case, any one of the Cementing Unit is out of order due to any reason beyond 15 days, additionally penalty will be levied at the rate of per day rental rate on pro rata basis apart from zero rate	Company to kindly delete this clause as its not applicable.	Amendment shall be issued.
14.	SOW 2.5 PROPOSED DRILLING WELLS As per the Minimum Work	The sentence seems incomplete. Company to kindly clarify.		As per the Minimum Work Programme (MWP) of the Revenue Sharing Contract (RSC) of the block, OIL will be required to drill 04 No. of development/appraisal wells,

ANNEXURE-III

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	Programme (MWP) of the Revenue Sharing Contract (RSC) of the block, OIL will be required to drill 04 No. of development /appraisal wells, and 01 no.			and workover job in 01 nos. of already drilled well. Amendment shall be issued.
15.	SOW 2.5 PROPOSED DRILLING WELLS 4 Wells	Company to kindly provide approx. distance between 4 wells.		All wells are within 10 km proximity
16.	SOW Exhibit-2 A TERMS OF REFERENCE & TECHNICAL SPECIFICATION S OF MUD	Request Company to consider below change as proposed services should be utilized in Tripura only.		The services primarily will be used in Tripura, however if services are required to be utilized in any other place it will be through negotiations. No change.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	<p>ENGINEERING SERVICE</p> <p>The Contractor shall have to provide Mud Engineering Services including mud laboratory equipped with all desired testing equipment and supply of complete line of additives for drilling fluid in all the phases of drilling wells at Tripura or, any other place of India.</p>	<p>The Contractor shall have to provide Mud Engineering Services including mud laboratory equipped with all desired testing equipment and supply of complete line of additives for drilling fluid in all the phases of drilling wells at Tripura or, any other place of India.</p>		

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
17.	<p>SOW Exhibit-2</p> <p>1.1 ii WORKOVER & COMPLETION FLUID</p> <p>Brine weights may range from 8.32 ppg to 10.695 ppg.</p>	<p>What is the expected Brine weight in all 4 wells? Is Testing planned for all 4 wells?</p>		<p>OIL is venturing to Tripura for the first time so it will be difficult to be precise on brine weight requirement. However the brine weight planned for all the wells is in the range of 8.32-10.695 ppg.</p> <p>Testing is planned for all the wells.</p>
18.	<p>SOW Exhibit-2</p> <p>1.1 ii WORKOVER & COMPLETION FLUID</p> <p>The bidder shall supply clear Sodium formate solution as well completion fluid to cater density requirement up</p>	<p>Bidder would be able to supply Sodium Formate in powder/solid form. Brine solution can be prepared at the rig-site. Company to kindly confirm acceptance.</p>		<p>Agreed</p>

ANNEXURE-III

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	to 10.695 ppg during production testing stage			
19.	<p>SOW Exhibit-2</p> <p>1.1 ii WORKOVER & COMPLETION FLUID</p> <p>The bidder shall supply clear Sodium formate solution as well completion fluid to cater density requirement up to 10.695 ppg during production testing stage</p>	<p>Sodium Formate is a costly brine unique to applications in special applications only. Hence, bidder can not supply Sodium Formate on consumption basis.</p> <p>Request company to pay Sodium Formate brine on delivery basis as per the call-out quantity from Oil India. Bidder would deliver Sodium Formate within 90 days from the date of receiving call-out notice.</p>		<p>i. Call out option for sodium formate is agreed.</p> <p>ii. Call out period is only 45 days.</p> <p>iii. Payment shall be made on actual consumption basis however, after the end of the project in Tripura, the remaining leftover quantity of Sodium Formate shall be consumed in MPA wells subject to conforming the physical verification. Transportation of the leftover Sodium Formate to in and around Duliajan(for MPA wells) shall be sole responsibility of bidder.</p> <p>Amendment shall be issued.</p>
20.	1.3 Mud Parameters	To enable bidder perform laboratory testing, bidder		OIL's response:

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	<p>1.3.1 Spud mud for Conductor stage</p> <p>1.3.2 Polymeric Inhibitive WBM for Isolation stage</p> <p>1.3.3 Polymeric Inhibitive WBM for Oil string stage</p>	<p>requests to provide below information:</p> <ul style="list-style-type: none"> • Hot roll Temperature (could be equivalent to Bottom Hole Temperature) • Aging Time for Formulations • Rheology mentioned in the parameters are measured at which temperature? 		<p>BHT data not available with OIL however following may be adopted,</p> <ul style="list-style-type: none"> i. Hot roll Temperature: 100-120 deg C (or BHT when available) ii. Aging Time for formulation: 24 Hours iii. 50 deg C <p>Amendment shall be issued.</p>
21.	<p>1.3.2 Polymeric Inhibitive WBM for Isolation stage</p> <p>1.3.3 Polymeric Inhibitive WBM for Oil string stage</p>	<p>Company to clarify preferred chemicals for achieving K⁺ ion concentration.</p> <p>Is usage of Potassium Chloride allowed in NE land drilling operations?</p>		<p>Preferred chemical for achieving K⁺ concentration: K₂SO₄</p> <p>KCl is planned for drilling fluid/ completion (as required) fluid within the guidelines of disposal provided by CPCB.</p>

ANNEXURE-III

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
22.	Generic SOW query	To better understand the operation execution and challenges faced during drilling, bidder requests to provide offset well details / end of well reports.		Shall be shared as soon as we find any from ONGC team at Tripura
23.	SOW Exhibit-2 3.9 Bidder is also required to establish a bulk storage facility/main supply base at Tripura, or, any other place from where any kind of urgent chemical requirement at well site, can be fulfilled without any problems or, delay.	Proposed drilling location being in moderately dense forest area, bidder request company to provide storage facility / warehouse in Tripura. Bidder does not have any facility in Tripura and hence, it would be of benefit of both the parties if storage facility is provided by the Company. It would help optimize the cost of operations, increased safety of materials. It would also ensure uninterrupted supply of chemicals during operations.		Storage facility at well site shall be in the range of 1800 sq ft to 2000 sq ft (excluding ramp) depending on the area availability. OIL does not have any other area at Tripura which may be used as storage facility so bidder shall have to arrange for bulk storage facility as mentioned in the Tender document.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
24.	<p>SOW Exhibit-2 7.3.11</p> <p>here Bidder is responsible for disposal of waste produced or occurring because of its activities under the Contract, all such disposals shall be in accordance with the OIL Industries standards, Legislation and best practices wherever same is applicable for Hazardous and non-hazardous waste.</p>	<p>Bidder understands that Disposal of any kind of waste is not under the scope of bidder. Company to kindly confirm.</p>		<p>Disposal of waste shall be done at the end of each well as per company SOP however, here bidder shall abide all rules, restrict pilferage of chemicals at well site and follow the guidelines of pollution authority or, OIL industry standards</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	Bidder/Bidder shall be responsible for ensuring all necessary approvals or licenses are obtained and that any sub-Bidders utilized for this purpose shall fully comply with the requirements.			
25.	SOW Exhibit-2 B. SCHEDULE OF RATES (MUD ENGINEERING SERVICES) 2.0 f)	Request Company to consider below change : Total Demobilization Charges quoted should not be less than 2% 0.5% the total contract value for the Mud engineering service part.		No change.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	Total Demobilization Charges quoted should not be less than 2% the total contract value for the Mud engineering service part.			
26.	Roles and Responsibility	<p>Company to kindly confirm below would be provided by Company or Company's rig contractor at no cost to the Bidder:</p> <ol style="list-style-type: none"> 1) Drill water for preparation of mud/ Brine 2) Water, Electricity for Mud Laboratory 3) Handling equipment and man power for loading/unloading of Chemicals, Equipment. 		<p>Following services shall be provided by Rig service provider,</p> <ol style="list-style-type: none"> i. Drill water for preparation of mud/ Brine ii. Water, Electricity for Mud Laboratory iii. Handling equipment and man power for loading/unloading of Chemicals, Equipment at rig site during well operation (transfer of chemicals to/ from well site shall

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		4) Mud Mixing Crew for preparation of mud/brine.		be responsibility of bidder) iv. Mud helper for chemical mixing
27.	SOW Exhibit-2 B. SCHEDULE OF RATES (MUD ENGINEERING SERVICES) 6.0 Zero (Nil) Rates Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the	For clarity, company to consider below change: Notwithstanding any provision in the Contract, no charges shall be payable <u>for the service at fault</u> for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of key personnel, non-availability of chemicals & additives of adequate quality & quantity or for any other reason whatsoever attributable to the Contractor.		No change

ANNEXURE-III

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of key personnel, non-availability of chemicals & additives of adequate quality & quantity or for any other reason whatsoever attributable to the Contractor.			
28.	SOW Exhibit-2 PROFORMA-B (Appendix-4 and Appendix-5)	GENERAL NOTES FOR Appendix-4 has mention of pricing to be quoted exclusive of GST. However, price schedule has provision of quoting GST. Kindly confirm if the clause		GST to be quoted as per Price Bid Format.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		mentioned here to be read as 'excl GST' or 'Incl GST'.		
PART 4: SPECIAL TERMS & CONDITIONS (STC) (SECTION-I: GENERAL CONDITIONS OF CONTRACT (GCC))				
29.	14.6	Please amend the clause below: Contractor/Consulting Firm shall also inform the Company at least 60 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.	We request the notice period to be limited to 30 days as it is the standard practice of this industry and it is in contradiction with clause 14.5 (e). This has been agreed by OIL in all contracts including: <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	Agreed. However, there shall be no change in GCC. Amendment shall be issued to include the revised Clause in SCC.
30.	14.9 PRINCIPAL ASSURED	Please replace the clause with the below:	Bidder requests this change as additional insured is the standard	Agreed. However, there shall be no change in GCC.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p><u>Oil India Limited is to be named additional insured on the insurance policies, (except in case of Workmen's Compensation / Employer's Liability Insurance) limited only to the extent of liabilities assumed by Contractor/ Consulting Firm under this Contract.</u></p>	<p>language used in the Oil and Gas contracts.</p> <p>This clause was amended in multiple tenders/contracts for OIL including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services, ▪ Contract No. 6118087 for hiring of wireline services in OALP Block, ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services, ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. 	<p>Amendment shall be issued to include the revised Clause in SCC.</p>
31.	14.10 Waiver of Subrogation	<p>Please amend the clause below:</p> <p><u>Except for the Workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the Contractor/Consulting Firm as their corporate policy/rules, where OIL is neither required to be present as principal assured or additional assured, all</u></p>	<p>Bidder requests this change since waiver of subrogation will be to the extent of indemnities assumed by the Contractor under the contract.</p> <p>This clause was amended in multiple tenders/contracts for OIL including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services, ▪ Contract No. 6118087 for hiring of wireline services in OALP Block, 	<p>Agreed. However, there shall be no change in GCC.</p> <p>Amendment shall be issued to include the revised Clause in SCC.</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>insurance policies of the Contractor/ Consulting Firm 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:</p> <p>“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees <u>to the extent of the indemnities undertaken by the Contractor/ Consulting Firm under this Contract</u>”</p>	<ul style="list-style-type: none"> ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services, ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. 	
32.	14.12 COMPLIANCE WITH SEC 25(1), OF “THE GENERAL INSURANCE BUSINESS (NATIONALIZATION) ACT 1972”	Please delete the entire clause.	<p>Bidder requests deletion of this provision as it is not relevant for scope envisaged in this tender.</p> <p>This has been agreed by OIL in all contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block 	<p>Agreed. However, there shall be no change in GCC.</p> <p>Amendment shall be issued to include the revised Clause in SCC.</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
			<ul style="list-style-type: none"> ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	
33.	14.13 LOSS PAYEE CLAUSE	Please delete the entire clause.	<p>Bidder requests deletion of this provision as it is not relevant for scope envisaged in this tender.</p> <p>This has been agreed by OIL in all contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services ▪ Tender No. CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services 	<p>Agreed. However, there shall be no change in GCC.</p> <p>Amendment shall be issued to include the revised Clause in SCC.</p>
34.	14.16 vi) PRADHAN MANTRI SURAKSHA	Please amend the clause below: CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained	We request the above change for additional clarification on the applicability of these two insurances.	Agreed. However, there shall be no change in GCC.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
	BIMA YOJNA (PMSBY)AND PRADHAN MANTRI JEEVAN JYOTI BIMA TOJANA (PMJJBY)	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. <u>These will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.</u>	This change was agreed by OIL in CDG4876P24 for Hiring of Directional Drilling Services with SDMM/RSS, MW D I WD. JAR and with Collar based MWD/LWD Tools for a period of 4 (four) years.	Amendment shall be issued to include the revised Clause in SCC.
35.	14.16 (vii)	Please add the following two points: CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) <u>or Contractor shall have the right to self-insure, except while the equipment are</u>	We request this change since contractor shall have the option to self-insure its equipment. Insurance or self-insurance shall not be applicable for equipment while below rotary table or in the well bore. This change was agreed in the recent Tender CDG4876P24 for Hiring of Directional Drilling Services.	Agreed. However, there shall be no change in GCC. Amendment shall be issued to include the revised Clause in SCC.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<u>below rotary table or in the well bore.</u>		
36.	19.0 RISK PURCHASE	<p>Please amend as follow:</p> <p>In the event, CONTRACTOR/Consulting Firm's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to request CONTRACTOR/Consulting Firm to remediate hire the services from any other source at the CONTRACTOR/Consulting Firm's risk & cost and the difference in cost shall be borne by the CONTRACTOR/Consulting Firm. 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</p>	We shall ensure service delivery in line with the terms and conditions of the contract and commits to be the sole source of remedy in case of services being performed in a manner not in conformity with the contract's requirements.	No change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		cost _____ of _____ the CONTRACTOR/Consulting Firm.		
37.	39 STATUTORY VARIATION/ NEWLY ENACTED LAW	<p>In order to factor any changes on account of adverse interpretation of law by authority, the following clause should be added:</p> <p><u>Notwithstanding anything else contained herein, if subsequent to the date of submission of Bid, any new or additional taxes and similar levies in nature and any increased in the direct cost, resulting from future legislation or interpretation of existing or future legislation, including and not limited to, goods and service tax, customs duties and any other taxes as may be imposed or levied by Government or the concerned authorities which Contractor is bound to pay in respect of the payments received by Contractor in pursuance of this agreement, then such new/additional taxes/levies will</u></p>	The existing clause pertaining to change in law doesn't factor any liability which arises on account of adverse interpretation of law by authorities and therefore, this addition is important.	No Change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p><u>be borne by Company. Additionally, any upward change in the rates of the existing taxes/levies shall be to the account of Company. In case of reduction or exemption from any taxes/ levies, benefit shall be passed on to the Company.</u></p>		
38.	45.0 TO DETERMINE THE CONTRACT	<p>Please amend the clause as below:</p> <p>In such an event (i.e. termination under Article No. 44.4 to 44.9 44.8 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/Consulting Firm 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</p>	<p>Since 44.8 is for termination for OIL's convenience, Bidder requests removal from this provision.</p> <p>Contractor cannot take risk in such cases.</p> <p>The excess liability to be limited to 50% of the cost of such defaulted work mentioned in the Contract.</p>	No change.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>take over the remaining unfinished work of the CONTRACTOR/Consulting Firm and complete the same through a fresh CONTRACTOR/Consulting Firm or by other means, at the risk—and cost of the CONTRACTOR/Consulting Firm, 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 <u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract</u> over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.</p>		
39.	46.0 WITHOUT DETERMINING THE CONTRACT:	<p>Please amend the clause as below: In such an event (i.e. termination under Article No. 44.4 to 44.9 44.8 above), the COMPANY may</p>	<p>Since 44.8 is for termination for OIL's convenience, Bidder requests removal from this provision.</p>	No change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>take over the work of the CONTRACTOR/Consulting Firm or any part thereof and complete the same through a fresh CONTRACTOR/Consulting Firm or by other means, at the risk and cost of the CONTRACTOR/Consulting Firm. The CONTRACTOR/Consulting Firm and any of its sureties are liable to the COMPANY for any excess cost subject to a maximum of the contract value payable for the defective work which needs corrective action <u>provided that such excess cost shall be limited to 50% of the cost of defaulted work mentioned in the Contract.</u> 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.</p>	<p>Hiring of any other party cannot be at the "risk" of the Contractor.</p> <p>Contractor's liability to be capped</p>	
SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)				

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
40.	1.2 Mobilization Time	<p>Company to consider below changes:</p> <p>Mobilization shall be treated complete only when all the service packs including manpower for both services (Cementing and Mud Engineering Services) are mobilized and integrally aligned at designated well site or any designated location for rendering services with man, materials, and all tools as per the respective scope of work under this bundled service contract, as duly tested and certified by the company representative upon inspection. Upon Completion of Mobilization, Contractor's Service packages (including man, materials, and all tools as per the respective scope of work) will be duly Tested and Certified by the Company within 3 days from the date of arrival of Contractor's Services</p>	<p>Request to delete phrase 'integrally aligned' as both Cementing and Mud Engineering services will be mobilized as per the mobilization notice of respective services.</p> <p>Also, Contractor will be mobilizing its services (including man, materials, and all tools as per the respective scope of work) at designated location as advised by Company in case for any reason Well-site is not ready.</p> <p>Time required for testing and certification of Contractors Service packages should be outside of timeline of Mobilization.</p>	<p>Amendment shall be issued as follows:</p> <p>Mobilization shall be treated complete only when all the service packs including manpower for both services (Cementing and Mud Engineering Services) are mobilized at designated well site or any designated location for rendering services with man, materials, and all tools as per the respective scope of work under this bundled service contract, as duly tested and certified by the company representative upon inspection.</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<u>Packages at the designated location.</u>		
41.	1.2.1 PRE-MOBILIZATION INSPECTION BY COMPANY	<p>Company to consider below changes:</p> <p>Company's personnel or its authorized representative shall have the right to inspect any of the equipment / items offered under any of the services covered under this contract prior to mobilization. <u>Company will notify Contractor at least 14 days before planned pre-inspection. Time required for pre-inspection by Company would be in addition to Mobilization timeline as per BEC Clause 2.5.</u></p>		<p>No change.</p> <p>The clause refers to the inspection (if necessary) prior to issuance of Mobilization Notice, and shall not affect the Mobilization Period.</p>
42.	2.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION	<p>Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations as per scope of works within the stipulated period, the</p>	<p>We request total LD to be 5% of the annual contract cost. Also, GST should not be levied on LD.</p>	<p>No Change.</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>Contractor shall be liable to pay liquidated damages @ 0.5% of total Annual contract cost (including both Cementing and Mud Engineering Services) excluding GST, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined above.</p>		
43.	4.2 INTERIM DEMOBILISATION AND INTERIM REMOBILISATION	<p>Request to consider below revision in clause: Contractor shall remobilize all/part of services (as notified) including equipment, accessories, and personnel to the wellsite and make it ready for operation within 1545 days from the date of interim re-mobilization notice.</p>	Request Company to provide sufficient timeline to re-mobilize services at the remote locations.	No Change.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
44.	6.0 SPECIAL SITUATION DURING NIL DAY RATE	During the period when Nil day Rate (NDR) is in force the contractor must ensure health, safety and integrity of the well. For that purpose, the contractor shall have to continue Mud Engineering Service activities and Company shall pay SPECIAL RATE DURING NIL DAY RATE at 50% 100% of the applicable Mud Engineering Service rates.	Since Mud Engineering Services would be operating during this time, 100% applicable rates should be payable.	No Change. However, Amendment shall be issued for more clarity as below: “During the period when Nil day Rate (NDR) is in force, the contractor must ensure health, safety and integrity of the well. For that purpose, if Mud Engineering service is available and used by OIL, the contractor shall have to continue Mud Engineering Service activities and Company shall pay SPECIAL RATE DURING NIL DAY RATE at 50 % of the applicable Mud Engineering Service rates for that usage period”
45.	10.0 DEFICIENCIES	Request to consider below revision in clause:	Request company to delete the highlighted clause as other provision	No Change.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		OIL shall recover the mobilization charges, if any, paid in case the deficiency occurs during pendency of the Contract, on pro-rata basis for the period of non-performance, in addition to invoking of performance bond due to failure of the CONTRACTOR in executing the Contract faithfully.	already exists in the contract for Deficiencies.	
46.	17.3 Terms of Payment	Request to delete Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 2 (two) year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which in question	Once paid and settled then no such recovery right.	No change
47.	Invoice	Please amend the clause below: Invoices: Mobilization charges will be invoiced only upon completion of mobilization (after	Mobilization payment charges should be independent of Commencement of Operation.	No change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		commencement of operation at the first well), submission /production of appropriate inventory documents, and physical verification by Company representative.		
48.	17.9	Please amend the clause below: Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) and last monthly invoices where some delay (up to two months) may occur.	We request Oil India to delete the additional time for first 2 and last 2 invoices.	No change
49.	17.10	Please amend the clause below: Company shall within 30 7 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be	30 days timeline is make payment and hence requesting Company to keep dispute right as 7 days	No change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		made of any undisputed portion on or before the due date. This will not prejudice OIL's right to question the validity of the payment at a later date as envisaged in Clause 17.3 above.		
50.	17.12	Please amend the clause below: Payment of other invoices as set forth in Clause 7 (reimbursable items) shall be made within 60 30 days following the date of receipt of the invoices by Company	We request Oil to keep payment term as 30 days only and not 60 days	No change
51.	17.13 Payment of Mobilization Charges shall be made	Please amend the clause below: Payment of Mobilization Charges shall be made within 45 30 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice. Payment of Demobilization charges shall be made when applicable within 45 30 days following receipt of invoice by	We request Oil India to keep payment term as 30 days for all invoices	No change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		Company accompanied by the following documents from the Contractor:		
52.	18.0 Set Off	<p>Please amend the clause as below:</p> <p>Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL)., <u>after giving 7 days prior written notice to Contractor/Consulting Firm.</u>"</p>	If all provisions like payment due under the contract or PBG are exhausted to recover the payment due to OIL by Contractor as per Contract, then only OIL to invoke this clause. Bidder requests OIL to kindly confirm and modify the clause accordingly.	No Change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
53.	20.0 Customs Duty	<p>In case of import of goods by Service Contractor for the purpose of provision of services, the following clause needs to be added:</p> <p><u>The Company shall arrange a certificate issued by Senior official authorised by their Board of Directors for concessional imports under notification no. 50/2017-Customs and notification 02/2022 – Customs. In the event of denial of benefit to the contractor provided under notification no. 50/2017-Customs and notification 02/2022 – Customs or non-issuance of Essentiality certificate by DGH for reason not attributable to the contractor, contractor shall charge applicable customs duty on import.</u></p>	<p>The Contractor should be entitled to recover differential duty paid on account of denial of concessions by authorities wherein the fault is not attributable to the Contractor.</p>	No change

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
54.	22.0 Liability for the Well or Reservoir	<p>Please amend the clause below:</p> <p>any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas therefrom), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or (ii) blowout, fire, explosion of other uncontrolled well condition; and/or</p> <p>(ii) (iii) damage to, or loss of oil or gas from, any pipelines, vessels or storage or production facilities; and/or</p> <p>(iii) (iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any</p>	<p>We request this change to correctly number the sub-clauses.</p>	<p>Amendment shall be issued.</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		way connected with such sub-surface Operations or in performing or attempting to perform any such Operations		
55.		Please amend the clause below: To reduce the rates reasonably, <u>with mutual agreement from Contractor</u> at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.		No Change.
56.	28.0 Suspension at Company's Request	Please delete the clause below: The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of	We request deletion of this clause.	No Change.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid as per the provisions of Clause 11.0 of Section 5 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location.</p> <p>Company shall review the condition/situation during initial 15 days of stack day rate and the company will review for extension of stack period further or, to go for interim Demobilization. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.</p>		

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
57.	IP Infringement (New Clause)	<p>Please add the following new clause:</p> <p><u>Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:</u></p> <p><u>5. Specific modification or design of Contractor equipment or Services to meet Company's specifications;</u></p> <p><u>6. Combination of Contractor's equipment or Services in combination of other equipment and/ or services not recommended by Contractor,</u></p> <p><u>7. Out of unauthorized additions or modifications</u></p>	<p>We propose to include the standard exclusions wherein the Bidder shall not be liable for intellectual property infringement.</p> <p>This standard OIL clause was a part of the contract for multiple tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services 	<p>Agreed. Amendment to be issued.</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p><u>of Contractor's equipment or services by Company, or</u></p> <p><u>8. Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications;</u></p> <p><u>in which case, the Company shall indemnify and hold the Contractor harmless.</u></p>		
58.	IP Ownership (New Clause)	<p>Please add the new clause below:</p> <p><u>While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing</u></p>	<p>We propose to include the clause on IP ownership.</p> <p>This clause was a part of the contract for multiple tenders and contracts including:</p> <ul style="list-style-type: none"> ▪ Contract No. 6118193 for hiring of cementing services ▪ Contract No. 6118087 for hiring of wireline services in OALP Block ▪ Tender No. DCG3015S23 for Hiring of Pulsar Services 	<p>Agreed.</p> <p>Amendment to be issued.</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p><u>services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</u></p>		
59.	<p>Interpretation Liability (New clause)</p>	<p>Please add the following new clause: <u>Since all log interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that</u></p>	<p>We request to include the standard OIL clause on interpretation liability. The addition of this clause is essential considering the Scope of Work. This clause forms a part of all tenders including:</p> <ul style="list-style-type: none"> ▪ CDG7411L22 for Hiring of 03 (Three) Nos. Wireline Logging Units with Services. 	Not Applicable for this tender.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p><u>Contractor shall not be liable or responsible except for the case of Willful Misconduct and Gross Negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any loss or damages on this account except in case of</u></p>	<ul style="list-style-type: none"> ▪ Contract No. 6118087 for Hiring of Wireline Services for exploratory drilling in OALP blocks ▪ CDG5704P21 for Directional Drilling with RSS + MWD/LWD 	

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<u>Willful Misconduct and Gross Negligence.</u>		
60.	Import and Export Control (New Clause)	<p>Please add the new clause below:</p> <p><u>Both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations pertaining to economic sanctions laws, trade, import and export control.</u></p> <p><u>In the event that at the time when this Contract comes to existence or any moment thereafter, any trade compliance laws, regulations or restrictions of any kind, substantially adversely affect the performance of Parties or their affiliated companies under the Contract, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution,</u></p>	We request addition of this clause to ensure compliance to the respective trade control and sanction and to avoid both criminal and civil liability.	No change.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<u>each Party, reserves the right to terminate the Contract, and the other Party agrees that it shall not be considered a breach of this Contract and hence it shall have no legal cause of action, and hereby waives any right to assert the same.</u>		
61.	New clause Reimbursement to Contractor	The Contractor would charge GST on recovery of reimbursement	Reimbursements are subject to GST in terms of the provisions of GST law. Hence, GST is applicable on reimbursements.	Not agreed.
62.	New clause Loss or Damage of Sub-surface Equipment	The Contractor would charge GST on LIH. Such GST would be over and above the LIH value.	LIH would be construed as charges recovered during the provision service and hence would be subject to GST in the same manner as is applicable on services rendered by the contractor under the contract.	Not Applicable for this tender.
Part-5 (BOQ) SECTION-I: GENERAL SCHEDULE OF RATES				
63.	4.0 Nil / Zero Day Rate	Nil Day Rate shall be applicable for the entire bundled services for the entire period of Non-		i. No Change for Sl. (i), (ii), (iii). ii. Amendment shall be issued for the following:

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>Performance in situations as follows:</p> <p>i. Whenever planned and/or scheduled well jobs are hampered/delayed due to nonavailability of Contractor's Personnel, items or on account of non-compliance by the Contractor to any of their obligation under the scope of this contract and/or failure of any of the individual services under Bundled Services to perform as per scope of this contract.</p> <p>ii. In conditions as stipulated under the force majeure clause of Clause No. 31.0 of Part-4, Section-I of the tender (GCC)</p> <p>iii. During running of well operation if part of the services under Bundled Services is/are found to be non-functional and company decides to continue well operation with available services, NIL day rate shall be applicable for that particular nonfunctional</p>		<p>“Note: During the period of NIL Day Rate (NDR) Contractor shall have to provide OIL with necessary support services to ensure the health and safety of the well in all possible manner.”</p>

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>service/s for the entire non-functional period (Details in exhibits of respective services.)</p> <p>Note: During the period of NIL Day Rate (NDR) Contractor shall have to ensure the health and safety of the well in all possible manner.</p>		
General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st Jan 2024				
64.	GTC, 3.A xi	<p>Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed,</p>	<p>We request OIL to kindly clarify the applicability of this provision.</p>	<p>All tenders published in GEM Portal are governed by General Terms and Conditions on GeM and the Service Level Agreement (SLA) specific to this service (which shall include the GCC, SCC and SOR of OIL). In case of any contradiction of the conditions in SLA and those in the GEM GTC, then the conditions in SLA shall prevail.</p>

ANNEXURE-III

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		the Seller shall be liable to be removed / debarred from the GeM.		
65.	GTC, 3.A xii	By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.	We request OIL to kindly clarify the applicability of this provision.	All tenders published in GEM Portal are governed by General Terms and Conditions on GeM and the Service Level Agreement (SLA) specific to this service (which shall include the GCC, SCC and SOR of OIL). In case of any contradiction of the conditions in SLA and those in the GEM GTC, then the conditions in SLA shall prevail.
66.	GTC, 3.A xiii	Sellers shall ensure uploading of their product / service in the correct category in all respects. Any offering of wrong and misleading product(s) or service(s) in any of the category will be removed by GeM from the portal when noticed without making any reference to the seller(s). The seller(s) will also be liable for any other Administrative action as	We request OIL to kindly clarify the applicability of this provision.	All tenders published in GEM Portal are governed by General Terms and Conditions on GeM and the Service Level Agreement (SLA) specific to this service (which shall include the GCC, SCC and SOR of OIL). In case of any contradiction of the conditions in SLA and those in the GEM GTC, then the conditions in SLA shall prevail.

SL. No.	Section / Clause	Queries	Explanation/Reason/ Clarification by M/s SSPL	OIL's remarks
		<p>deemed fit by GeM for uploading wrong product(s) or service(s) in any category.</p> <p>If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s) / service(s) by the Seller, such contract shall be treated as null and void.</p> <p>No claim whatsoever against such contract shall be admissible and entertained.</p>		

B. PRE-BID QUERIES OF M/s HALLIBURTON

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
1.	2.5	PROPOSED DRILLING WELLS	2.5 PROPOSED DRILLING WELLS: As per the Minimum Work Programme (MWP) of the Revenue Sharing Contract (RSC) of the block, OIL will be required to drill 04 No. of development/appraisal wells, and 01 no. .	<p>1) Bidder requests to kindly clarify the no. Of wells planned to be drilled.</p> <p>2) Also, bidder requests to understand the tentative timelines for 1 well. - Operational, Standby and ILM.</p>	<p>4 No. Of wells planned to be drilled and 1 nos. of workover well.</p> <p>Tentative timeline for 01 well (03 stage): 2-3 months (approximately) including production testing period</p> <p>Tentative timeline for 01 well (04 stage): 04 months (approximately) including production testing period.</p> <p>Standby: For conditions as provided in the tender document.</p> <p>ILM: It means period of Inter Location Movement of the set up as provided in the tender document.</p>

Sl. No.	Section No.	Clause No.	Query		Explanation/Reason/ Clarification by M/s Halliburton	OIL's remarks
2.	1.0 DRILLING FLUID (MUD), COMPLETION FLUID AND WORKOVER FLUID	DRILLING FLUID DESCRIPTION FOR DRILLING WELLS:	HOLE SIZE	APPROXIMATE DEPTHS (m) (TUL-A/ TUL-B/ TUL-C)	Bidder understands that the depth for wells are as - TUL-A - <ul style="list-style-type: none"> • 17.5 “- 150m • 12.25” - 500m • 8.5” - 800m -TD. TUL-B <ul style="list-style-type: none"> • 17.5 “- 200m • 12.25” - 800m • 8.5” - 1400m -TD. TUL-C <ul style="list-style-type: none"> • 17.5 “- 300m • 12.25” - 1500m • 8.5” - 2300m -TD. Since the Total depths are ranging from 800-2300 m, bidder requests to clarify the timelines and completion plans for wells. Production/Workover operations timelines.	Tentative timeline for 01 well (03 stage): 2-3 months (approximately) including production testing period Tentative timeline for 01 well (04 stage): 04 months (approximately) including production testing period <ul style="list-style-type: none"> • Based on no. of sands to be tested production testing time is likely to be increase. Accordingly tentative timeline for each well is likely to increase. Depth of wells will be as follows: TUL-A - <ul style="list-style-type: none"> • 17.5 “- 150m • 12.25” - 500m • 8.5” - 800m -TD. TUL-B <ul style="list-style-type: none"> • 26” – 200m • 17.5” – 600m • 12.25” – 1100m • 8.5” – 1400m – TD. TUL-C <ul style="list-style-type: none"> • 20” - 250m
			17 ½”	150/200/300		
			12¼”	500/800/1500		
			8 ½”	800/ 1400/2300		

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
					<ul style="list-style-type: none"> • 17.5" - 1200m • 12.25" - 1800m • 8.5" - 2300m - TD. <p>TUL-D</p> <ul style="list-style-type: none"> • 20" - 300m • 17.5" - 1400m • 12.25" - 2400m • 8.5" - 3200m - TD. <p>Total depths will be ranging from 800m to 3200m.</p> <p>Amendment shall be issued.</p>
3.	1.3.2,1.3.3		<p>Polymeric Inhibitive WBM for Isolation stage</p> <p>Polymeric Inhibitive WBM for Oil String stage</p>	<p>Bidder requests to understand the terms isolation and oil string stages. Request to pl clarify in which holes sections these may be used.</p>	<p>Isolation stage: i. 12 ¼" hole (for three stage drilling). ii. 17 ½" and 12 ¾" hole (for four stage)</p> <p>Oil string: 8 ½" hole section (for both 03 and 04 stage drilling)</p>
4.	1.3.2,1.3.3	<p>K+ Ion Concentration</p> <p>And xx. POTASSIUM SULPHATE Specifications</p>	Source of K+ ions	<p>Bidder requests to understand if either of K2SO4/KCl be used in mud formulations.</p>	<p>Inhibition for K+ ions in mud using both K2SO4 and KCl has been kept. Under normal conditions K2SO4 shall be used however if required KCl shall also be used.</p>

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
		: General purpose of use: To use in environmental friendly polymer mud system as clay inhibiting agent (Potassium Ion source) in place of Potassium Chloride			KCl also has been provisioned for any requirement that may arise during production testing period.
5.	3.2	Transportation of chemicals, laboratory or, any other entity under mud services, handling of chemicals at well site, transportation of chemicals between locations or, between	Handling of Chemicals at rig site	Since Roustabouts at rig site provided by rig contractor, normally do the handling of chemicals at rig site, bidder requests to kindly delete the same	Handling of chemicals in this context refers to handling during loading and unloading of chemicals from/to trucks during movement to/from well site from any other location. For the purpose of mud maintenance ,mud labourer/helper shall be provided by the rig contractor.

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
			location and warehouse will be exclusive responsibility of the bidder.		
6.	3.9		The Contractor is required to stock enough Mud Chemicals and Additives at their nearby supply base/bulk storage facility to meet any eventuality and the stock position must be reviewed and reported to Company Representative on daily basis.	<ul style="list-style-type: none"> • Bidder requests to understand what tentative quantity of chemicals is required to be kept in storage. • In the event of Force majeure/ suspension/ standby. Requests for clause to be added for buyback of the reserves kept since it will be blocked inventory. 	<ul style="list-style-type: none"> • The quantity of chemicals to be maintained at supply base may be firmed through discussion with company representative nearer the time depending on anticipated well requirement/ space availability/ well lined up for drilling etc. • NO CHANGE
7.	5.0		5.0 MUD AND MATERIAL MANAGEMENT SERVICES: i. Bidder shall ensure that sufficient quantities of materials and Chemicals shall be available to allow for a smooth, uninterrupted operation, bidder shall	<ul style="list-style-type: none"> • Bidder requests to understand what tentative quantity of chemicals is required to be kept in storage. 	The quantity of chemicals to be maintained at well site/ nearby storage may be firmed through discussion with company representative nearer the time depending on upcoming well operation/ anticipated well

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
			also provide actual delivery verification.		requirement/ space availability/ well lined up for drilling etc.
8.	7.3.11		Where Bidder is responsible for disposal of waste produced or occurring because of its activities under the Contract, all such disposals shall be in accordance with the OIL Industries standards, Legislation and best practices wherever same is applicable for Hazardous and non-hazardous waste. Bidder/Bidder shall be responsible for ensuring all necessary approvals or licenses are obtained and that any sub-Bidders utilized for this purpose shall fully comply with the requirements	Bidder requests to clarify the statement. Waste pits for WBM and disposal to be provided by OIL as generally done in every tender.	Waste pits and Bag disposal shall be provided by the company like other drilling locations however the bidder shall ensure that the chemicals/ or, any other wastes are handled properly/ not spilled or, disposed properly during occurrence of any spillage.
9.	9.0		TABLE-I: LIST OF CHEMICALS AND ADDITIVES	10 Shale Stabiliser (Magcophasol) - Bidder requests to change this to Shale Stabiliser only	Shale stabiliser and Magcophasol are used synonymously. Bidder may offer Shale stabiliser.
10.		Price Sheet	Bidder requests to understand the bifurcation in no of days considered for mud engineering.		495 Days = 90 days x 01 (three stage drilling wells) + 120 days x 03 (4 stage well) +(45 days for work over well)
11.		GENERAL		Bidder requests for 4 weeks extension to the subject tender.	Amendment issued.

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
12	A.1.9	Scope of Work -Exhibit-1 : page 47 of 245	H- Any other cementing job that may be necessary to be carried out by the cementing equipment/unit (Open hole plug for sidetrack etc.).	We request OIL to define "what are the jobs it means in terms of any other Cementing job"	The jobs include any secondary cementing job, open hole plug job for side tracking, plug job for window cut or plug job for well abandonment, pressure testing (LOT, casing integrity test) etc but not limited to above.
13	2.1.c	Scope of Work -Exhibit-1 : page 49 of 245	Re-circulating Cement Mixing System: Re-circulating equipment consisting of re-circulating mixer used in conjunction with a single/two compartment, adequate for the requirement. Mixing tub equipped with a turbine agitator (optional) in each compartment. Re-circulating equipment which uses enhanced high-shearing jet mixing system is also acceptable. Total Cement slurry tank capacity should not be less than 10 us bbl.	We request OIL to Consider that Total Cement slurry mixing tank capacity should not be less than 5 us bbl.	Agreed with the following changes: Total Cement slurry tank capacity should not be less than 8 us bbl. Reason is defined below: (8 us bbl of slurry tank is suitable for preparation of slurry volume for final cased secondary cementing, which otherwise will require the use of batch mixer with additional cost to company.) Amendment shall be issued.
14	2.1.g	Scope of Work -Exhibit-1 : page 49 of 245	Full sensor package of advanced technology :NOTE: The bidder under the service will be required to transmit the cementing operation data including Rig data (If available) through remote monitoring	We request Oil to delete this point for Real Time monitoring as it is difficult for data transfers from Rig Site to Oil base due to internet connectivity issues in remote location .	No Change Bidder to provide real time monitoring system. If internet connectivity is found to be poor in a particular location the data will be stored locally.

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
			software system to OIL base and the system should be capable to run hydraulics simulations real time.		
15	2.1.i	Scope of Work -Exhibit-1 : page 50 of 245	The bidder should include one cement surge tank of capacity 60 cft. (approx.) along with cementing unit capable of taking input bulk cement from field storage cement silo/field transport bulk cement silo for smooth operation of cementing unit with provision of pneumatic knife valve for operation.	Company to note that Halliburton make unit does not require Surge tank for cement Mixing . It can be connected directly from Storage Silo to cement Unit .	Agreed. Amendment shall be issued as below: The bidder may include one cement surge tank(optional) of capacity 60 cft. (approx.) along with cementing unit capable of taking input bulk cement from field storage cement silo/field transport bulk cement silo for smooth operation of cementing unit with provision of pneumatic knife valve for operation.
16	2.3.ii	Scope of Work -Exhibit-1 : page 50 of 245	BIDDER/Contractor is responsible for movement of rig cement silo to next drilling location.	We request OIL to provide Trailers for movement of bulk Rig Silos from one site to next drilling location	Not accepted as OIL does not have any trailer service available in Tripura.
17	2.4	Scope of Work -Exhibit-1 :	MIXING (GAUGING) WATER TANK SYSTEM:		1. Two tanks together should make 377 us bbl (minimum).

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
		page 50 of 245	<p>1.Two (2) nos. of mix water tanks having total minimum capacity of (377 us bbl) 60 KL with minimum two nos. of top entry agitator per tank, mixing hopper and recirculating system to homogenously mix cement additives in fresh water.</p> <p>2. The total bottom sump volume (dead volume) in the above tank system should not be more than 10 us bbl.</p>	<p>1.We request Company to clarify the capacity of Two(2) mixing water should be 377 us bbls in total or individual tank should be 377 us bbls .</p> <p>2. Also to Consider dead volume of 30 bbls for the Tanks</p>	<p>2. Not acceptable.</p> <p>If the dead volume is more than 10 US bbls, OIL will consider the cost for only 10 US bbls of dead volume per tank.</p>
18	2.5.a.1	Scope of Work -Exhibit-1 : page 52 of 245	Cementing head with quick change adaptor:20" x 94ppf, N-80 & K55 x BTC (API 5CT) single plug cementing head (minimum 1000 PSI) with quick coupler/adaptor having bottom buttress pin thread for 20 inch casing-1 nos.	We request company to consider Circulating head for 20 inch casing cementation Job in place of Cementing head. Using of Circulating Head will not impact the purpose of the Job	<p>Accepted.</p> <p>Amendment shall be issued as below:</p> <p>1. 20" x 94ppf, N-80 & K55 x BTC (API 5CT) single plug cementing head/ circulating head (minimum 1000 PSI) with quick coupler/adaptor having bottom buttress pin thread for 20 inch casing-1 nos.</p>
19	2.5.b	Scope of Work -Exhibit-1 : page 53 of 245	Chiksan Loops: 2" chicksan loops of 10-12 ft length each & 15000 psi (fig1502) rating having suitable hammer unions and adapters to connect with the manifold of the cementing head as well as cementing	We request OIL to consider that Halliburton Chiksan irons are tested till 15000 psi and safety restrain is not required .	<p>Not acceptable.</p> <p>Since it is a statutory safety requirement.</p>

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
			unit- Total length 300 Ft Minimum. Safety restrain for the chiksan is required and will be provided by the service provider.		
20	3.0.A.1.a	Scope of Work -Exhibit-1 : page 53 of 245	Experience of Personnel: Cementing Engineer a) The BIDDER will deploy competent, qualified (minimum of a valid degree in bachelors in engineering), adequately experienced and trained cementing Engineer with minimum five (05) years independent experience from the closing date of Tender in HP/DEVIATED/HORIZONTAL WELLS for carrying out jobs as mentioned in scope of work correctly and efficiently.	We request Oil to amend the qualification of cementing engineer as valid degree in bachelors in minimum of a valid degree in bachelors in engineering/Diploma in any discipline and experience of minimum of Three(03) years	a) The BIDDER will deploy competent, qualified (minimum of a valid degree in bachelors in engineering), adequately experienced and trained cementing Engineer with minimum Three(03) years independent experience from the closing date of Tender in HP/DEVIATED/HORIZONTAL WELLS for carrying out jobs as mentioned in scope of work correctly and efficiently. (Diploma is not acceptable) Amendment shall be issued.
21	3.0.A.2.a	Scope of Work -Exhibit-1 : page 53 of 245	Cementing operators/Cementer should have minimum 05 five years of experience as cementing operator and must be able to perform cementing operations independently. The Cementing Operator should have passed at least SSC or equivalent and trade certificate from reputed vocational institute and should also	We request Oil to amend the experince of minimum 03 years of experience as cementing operator	Accepted. Amendment shall be issued.

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
			have undergone basic training in Cementing in reputed cementing school, such as Halliburton / Dowell Schlumberger / BJ / IDT (ONGC) or any other reputed cementing school.		
22	3.0.A.3.a	Scope of Work -Exhibit-1 : page 53 of 245	Cementing Assistant/Helper/ Cement silo/bulk plant operator/ Mixing water tank operator a) Should have relevant experience of (03) three years.	We request Oil to amend the experience of minimum 01 years of experience for Cementing Assistant	Accepted. Amendment shall be issued.
23	4.1/4.2	Scope of Work -Exhibit-1 : page 56 of 245	The age of the Surface tools and other equipment (except Cementing Unit supplied by the BIDDER shall not be more than 5 (five) years old reckoned from techno-in this regard before mobilization. Also, re-certification of the surface equipment and tools from a reputed Third-Party Inspection Agency (pressure tested, thickness test, MPI, QA/QC) are to be provided before mobilization. 4.2 Cementing Unit/Batch mixture shall not be of more than 10 (Ten) years old as on the original bid closing date.	We request OIL to amend the Vintage Clause as below : 4.1. Surface Tools should not be more than 15 years 4.2 Cementing Unit & batch Mixer should not be more than 15 years	4.1 No changes (Compromise on surface tools is not possible as surface tools may come from different brands/manufacturer and would require TPI to ensure its usable life.) 4.2 No Change.
24	7.3	Scope of Work -Exhibit-1 :	The contractor shall supply and deliver all required API Class 'G' HSR Oil well Cement (processed through bulk	We request Oil to provide Space at Current Drilling Rig Site for storing of	Oil will provide space for cement silos and cementing unit at drilling sites but facility for storing and handling of

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/ Clarification by M/s Halliburton	OIL's remarks
		page 56 of 245	handling plant and ready for use), various cement additives and well consumables (if required) for all kinds of cementation jobs at respective well site. Contractor is also advised to establish a bulk storage and handling facility/main supply base, somewhere nearer to designated well site or other place from where the well site requirements can be fed as and when required in optimum quantity. The Contractor is required to stock sufficient quantity of cement, cement additives and consumables at their nearby supply base/bulk storage facility to meet any eventuality and the stock position must be reviewed and reported to Company Representative at least on weekly basis.	Bulk Silos/Cement & additives / cementing Equipment's and Surface tools & Accessories .	cement and additives will be arranged by the bidder as per convenience.
25	8.7	Scope of Work -Exhibit-1 : page 58 of 245	All cement additives/chemicals supplied by the BIDDER shall confirm to international packaging standard and shall have shelf life of minimum one year from the date the chemical reach the operation base located near well site.	We request Oil to amend the clause as "All cement additives/chemicals supplied by the BIDDER shall confirm to international packaging standard and shall have shelf life of minimum Two year from the date the chemical reach the	No change (Clause is not restrictive to bidder's position)

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks												
				operation base located near well site."													
26	8.1	Scope of Work -Exhibit-1 : page 58 of 245	The tentative parameters for cement slurry formulation are shown in Annexure-I below and the bidder must abide by the mentioned parameters as given in Annexure-I during execution of the jobs. The formulation should be complete showing percentage use of various additives with API class "G" cement. consumptions would be subjected to the well requirement such as temperature, pressure, mud weight, Rheology, volumes, hole size etc. However, prior approval will be required from OIL operations team in this regard for usage of high dosage/parameters of cement additives beyond 15%.	We request Oil to amend the clause as "OIL operations team in this regard for usage of high dosage/parameters of cement additives beyond 25%.	No change												
27	10.a12.0	Scope of Work - Exhibit-1 : page 62 of 245	<table border="1"> <thead> <tr> <th>Particulars</th> <th>Mobilization Time</th> </tr> </thead> <tbody> <tr> <td>Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.</td> <td>Within 90 days of Mobilization Notice after award by Company.</td> </tr> <tr> <td>Interim de-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.</td> <td>Within 05 days of issue of De-mobilization notice</td> </tr> <tr> <td>Interim re-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.</td> <td>Within 15 days of issue of Re-mobilization notice</td> </tr> <tr> <td colspan="2">Additional/Optional Services</td> </tr> <tr> <td>Mobilization of Optional Tools & equipment etc.</td> <td>Within 30 days of notice issued by the Company</td> </tr> </tbody> </table>	Particulars	Mobilization Time	Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.	Within 90 days of Mobilization Notice after award by Company.	Interim de-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.	Within 05 days of issue of De-mobilization notice	Interim re-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.	Within 15 days of issue of Re-mobilization notice	Additional/Optional Services		Mobilization of Optional Tools & equipment etc.	Within 30 days of notice issued by the Company	We request company to change the mobilization as below : 1. Interim de-mob to be - Within 30 Days of issue of Interim De-mobilization notice. 2. Interim re-mobilization to be -Within 30 days of	Amendment shall be issued as below: 1. Interim de-mob to be - Within 07 Days of issue of Interim De-mobilization notice. 2. Interim re-mobilization to be - Within 20 days of issue of Interim re-mobilization notice.
Particulars	Mobilization Time																
Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work.	Within 90 days of Mobilization Notice after award by Company.																
Interim de-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.	Within 05 days of issue of De-mobilization notice																
Interim re-mobilization of BIDDER's tools and equipment, accessories, spares, manpower etc.	Within 15 days of issue of Re-mobilization notice																
Additional/Optional Services																	
Mobilization of Optional Tools & equipment etc.	Within 30 days of notice issued by the Company																

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
				issue of Interim re-mobilization notice.	
28.	1.0.iii.iv	Scope of Work -Exhibit-1 : B. Schedule of prices: page 77 of 245	<p>iii. Mobilization charges will be payable when all equipment & crew are positioned to undertake/commence the work at the first location and duly certified by the Company's Engineer and on successful completion of 1st job within 10 days of completion of mobilization of equipment and personnel by the contractor.</p> <p>iv. In the event of non-assignment of 1st job within the stipulated 10 days as mentioned above, 50% of the mobilization charges shall be released and rental payment shall start from the 11th day.</p>	We request company to delete the clause and pay the mobilization charges on completion of mobilization .	Amendment to be issued as below- <p>iii. Mobilization charges will be payable when all equipment & crew are positioned to undertake/commence the work at the first location and duly certified by the Company's Engineer and on successful function testing of mobilized items by the contractor at first location.</p> <p>iv. Rental payment shall start from the 1st day after completion of mobilization.</p>
29.	1.0.Vii	Scope of Work -Exhibit-1 : B. Schedule of prices: page 77 of 245	Payment towards mobilization of the Units /Equipment & Personnel shall not exceed 7.5 % of the total quoted contract price for Cementing Services for 2 years. However, mobilization charges if quoted in excess of 7.5 % of the total quoted contract price for Cementing Services, the excess	We Request company to consider that mobilization of the Units /Equipment & Personnel shall not exceed 50 % of the total quoted contract price for Cementing Services for 2 years .	No Change.

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s Halliburton	OIL's remarks
			amount shall be paid at the end of the contract.		
30.		1707473488-SOW (Page No 38) 1.0 MOBILISATION CHARGES: IV & VI.	<p>IV. In the event of non-assignment of 1st job within the stipulated 10 days as mentioned above, 50% of the mobilization charges shall be released and rental payment shall start from the 11th day</p> <p>VI. Company at its discretion may allow cementing operation to start without completed mobilization, provided it is possible to start first cementing job with the items since mobilized. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If Company permits the Contractor to start cementing job without completed mobilization, only 80% of Mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be deducted as penalty over and above the liquidated damages as set out in the Contract, which will not be paid by Company even after the shortfall items are made available.</p>	Kindly remove these clauses as it has already been covered under Liquidate damage clause.	<p>Amendment for point no. IV. as mention in sl.no. 28 (above).</p> <p>No changes for point no. VI.</p>

C. QUERIES OF M/s DEEP INDUSTRIES LIMITED

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/Clarification by M/s DIL	OIL's remarks
31.	Part-2 (BEC/PQC)	2.2 ELIGIBILITY AND EXPERIENCE OF THE BIDDER: (Page 22)	<p>Bidder has requested following changes:</p> <p>2.2 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:</p> <p>2.2.1 The Bidder must have experience of providing “Cementing Service” & “Mud Service” to reputed E&P for a minimum period of 07 (seven) 05 (Five) years reckoned from the Original Bid Closing Date. Also, bidder must have successfully completed at least one contract of minimum 01(one) year duration during the last 07 (seven) years from the original bid closing date.</p> <p>2.2.2 The Bidder must have experience of successfully providing “Cementing Service” & “Mud Engineering Service” with men and material for a minimum of 03 (Three) onshore wells to reputed E&P companies in last 07 (seven) years preceding the original bid closing date.</p> <p>Notes for Clause No. 2.2.1 and 2.2.2 above:</p> <p>A. ‘E&P Company’ means companies involved in the exploration & Production of Crude Oil & Natural Gas <u>including CBM gas.</u></p>	Bidder has requested relaxation of BEC criteria.	No change in tender clause.

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/ Clarification by M/s DIL	OIL's remarks
			<p>B. For proof of requisite experience as per Clause no. 2.2.1 above, copies of the following documents (attested/self-attested) must be submitted along with the bid:</p> <p>a. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work</p> <p>AND</p> <p>b1. Job Completion Certificate/SES (Service Entry Sheet)/Certificate of Payment (COP) showing:</p> <p>(i) Quantum of Job done. (ii) Nature of Service (iii) Work order no./Contract no. (iv) Period of Service with contract start date and end date.</p> <p>OR</p> <p>b2. Any other document establishing the successful completion of the Contract.</p> <p>C. For proof of requisite experience as per Clause no. 2.2.2 above, copies of the following documents (attested/self-attested) must be submitted along with the bid:</p> <p>(i) Bidder shall submit documentary evidence duly signed by the operator such as - Job Log Sheet, Final Job Completion Report etc. indicating chemicals/additives used.</p>		

Sl. No.	Section No.	Clause No.	Query	Explanation/Reason/ Clarification by M/s DIL	OIL's remarks
			<p>OR (ii) However, Bidder can also provide self - declaration duly signed by the authorized signatory of the bid (Holding the Power of Attorney) /CEO/MD of the firm confirming of having experience of successfully providing cementing and mud engineering services with men and material for a minimum of 03 (Three) onshore wells (well depth more than 3500m) to reputed E&P companies in last 07 (seven) years preceding the original bid closing date. The selfdeclaration document must clearly mention Contract nos., well names, operator's details with contact numbers and email addresses.)</p> <p><u>Note: Experience of execution of Drilling of wells which include integrated services of providing cementing services and Mud services shall also be considered. Bidder must submit the documentary evidence of providing these services an integral part of scope of work by furnishing the copy of contract with completion certificate.</u></p>		
