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AMENDMENT NO. 18 DATED 20.11.2018

This Amendment against e-Tender No. CDG7192P18 for “Hiring of Directional Drilling Services with SDMM-MWD/LWD-JAR along with Directional Driller and MWD Engineer for a period of 4 (four) years” under a 2 (two) Package Structure (Package A and Package B) for carrying out Directional Drilling activities in the states of Assam and Arunachal Pradesh” is issued to incorporate the followings changes/amendments:

- AA. Bid Closing Date and Time is Extended upto: 06.12.2018 (11:00 Hrs. IST)**
Bid Opening Date and Time is Extended upto: 06.12.2018(14:00 Hrs. IST)
Last date of Tender Fee Payment/Tender Purchase is Extended upto : 29.11.2018(15:30 Hrs. IST)
- BB.** Certain changes are made in the Tender (Indicated in the Enclosure A).
- CC.** All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

Sl.	Tender Clause No.	Tender Clause Description	Amended Clauses
	<p align="center"><u>Part -2</u> <u>Bid</u> <u>Evaluation</u> <u>Criteria</u> <u>(BEC)</u></p> <p align="center"><u>Clause No.</u> <u>A. 5.1</u></p>	<p>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.</p> <p>(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in above and not through any other arrangement like technical collaboration etc.</p> <p>(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Proforma-II, between them, their ultimate parent/holding company, along with the technical bid.</p>	<p><u>In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</u> Offers of those bidders who themselves do not meet the technical experience criteria stipulated above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both either directly owned 100% subsidiaries of an ultimate parent/holding company or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The Bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.</p> <p>(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause above and not through any other arrangement like technical collaboration etc.</p>

			<p>(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Annexure VII, between them, their ultimate parent/holding company, along with the technical bid.</p>
	<p><u>Part -2</u> <u>Bid</u> <u>Evaluation</u> <u>Criteria</u> <u>(BEC)</u></p> <p><u>Clause No.</u> <u>A. 5.2</u></p>	<p>New Clause</p>	<p>In both the situations mentioned in 5.0 and 5.1 above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as Appendix I), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>(ii) Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the</p>

			<p>Performance Security provided by ultimate parent shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case ultimate parent fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.</p>
1	<p><u>Part-3</u></p> <p><u>SECTION-I</u></p> <p><u>GENERAL CONDITIONS OF CONTRACT</u></p> <p><u>Clause No. 18.0A</u></p>	<p>18.0A LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:</p> <p>18.1A Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of 1(one) year contract value for the particular number of set/sets (as applicable) including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined in Clause No. 2.2A of Section-I for Package-A. The above Liquidated Damages rates will also be applicable for each set of tool(s) and equipment including personnel for each hole section separately as noted below:</p> <p>a) LD for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section, on 1(one) year Contract Value including mobilization cost for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section for Package-A.</p> <p>b) LD for 1(one) callout set of resistivity tools with service for 12¼” hole section, on 1(one) year Contract value including mobilization cost for 1(one) callout set of resistivity tools with service for 12¼” hole section for Package-A.</p> <p>c) For interim Re-mobilization, LD will be applicable @ 0.5% of the 1(one) year Contract value of the particular</p>	<p>18.0A LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:</p> <p>18.1A Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of total contract value for the particular number of set/sets (as applicable) including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined in Clause No. 2.2A of Section-I for Package-A. The above Liquidated Damages rates will also be applicable for each set of tool(s) and equipment including personnel for each hole section separately as noted below:</p> <p>a) LD for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section, @ 0.5 % on total Contract Value for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section for Package-A including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%.</p> <p>b) LD for 1(one) callout set of resistivity tools with service for 12¼” hole section, @ 0.5 % on total Contract value for 1(one) callout set of resistivity tools with service for 12¼” hole section for Package-A including mobilization cost, per</p>

		<p>number of set(s)/tool(s) & equipment including personnel (as applicable) including interim re-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% for Package-A.</p> <p>18.2A If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>18.3A The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.</p>	<p>week or part thereof of delay subject to maximum of 7.5%.</p> <p>c) For interim Re-mobilization, LD will be applicable @ 0.5% of the total Contract value of the particular number of set(s)/tool(s) & equipment including personnel (as applicable) including interim re-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% for Package-A.</p> <p>18.2A If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>18.3A The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.</p>
2	<p><u>SECTION-I</u></p> <p><u>GENERAL CONDITIONS OF CONTRACT</u></p> <p><u>Clause No. 18.0B</u></p>	<p>18.0B LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION (FOR PACKAGE-B):</p> <p>18.1B Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of 1(one) year contract value for the particular number of set/sets (as applicable) including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined in Clause No. 2.2B of Section-I for Package-B. The above Liquidated Damages rates will also be applicable for each set of tool(s) and equipment including personnel for each hole section separately as noted below:</p>	<p>18.0B LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION (FOR PACKAGE-B):</p> <p>18.1B Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of total contract value for the particular number of set/sets (as applicable) including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined in Clause No. 2.2B of Section-I for Package-B. The above Liquidated Damages rates will also be applicable for each set of tool(s) and equipment including personnel for each hole section separately as noted below:</p>

		<p>a) LD for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section, on 1(one) year Contract Value including mobilization cost for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section for Package-B.</p> <p>b) LD for 1(one) callout set of tools and equipment including personnel for 17½” hole section, on 1(one) year Contract Value including mobilization cost of 1(one) callout set of tools and equipment including personnel for 17½” hole section for Package-B.</p> <p>c) For interim Re-mobilization, LD will be applicable @ 0.5% of the 1(one) year Contract value of the particular number of set(s)/tool(s) & equipment including personnel (as applicable) including interim re-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% for Package-B.</p> <p>18.2B If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>18.3B The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.</p>	<p>a) LD for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section, @ 0.5 % on total Contract Value for 1(one) regular set of tool(s) and equipment including personnel for 12¼”/8½” hole section for Package-B including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%.</p> <p>b) LD for 1(one) callout set of tools and equipment including personnel for 17½” hole section, @ 0.5 % on total Contract Value of 1(one) callout set of tools and equipment including personnel for 17½” hole section for Package-B including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%.</p> <p>c) For interim Re-mobilization, LD will be applicable @ 0.5% of the total Contract value of the particular number of set(s)/tool(s) & equipment including personnel (as applicable) including interim re-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% for Package-B.</p> <p>18.2B If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>18.3B The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever</p>
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