



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
Email: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91)374-2803549

AMENDMENT NO. 06 DATED 07.02.2019

This Amendment against e-Tender No. CDG9193P19 for “Charter Hire of 04(Four) No. of 2000HP Drilling Rig Packages for a Period of 3(Three) years in the States of Assam & Arunachal Pradesh with an option for hiring an additional 01(One) No. Drilling Rig” is issued to incorporate the followings changes/amendments:

- AA. Bid Closing Date and Time is Extended upto : **21.02.2019 (11:00 Hrs. IST)**
Bid Opening Date and Time is Extended upto : 21.02.2019(14:00 Hrs. IST)
Last date of Tender Fee Payment/Tender Purchase is Extended upto : **14.02.2019**(15:30 Hrs. IST)
- BB. **Bid Security Validity is required upto: 31.07.2019.**
- CC. Certain changes are made in the Tender (Indicated in the Enclosure A).
- DD. BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) (Part -2 of the Tender) are Amended and the same are enclosed here with as REVISED BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) (Enclosure B).
- EE. 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
1	Part - 3, Section – I, GCC Clause – 2.2 , page- 39	<p>MOBILISATION TIME: The mobilization of equipment, personnel etc. should be completed by Contractor within 180 days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.</p>	<p>MOBILISATION TIME: The mobilization of equipment, personnel etc. should be completed by Contractor within 180 days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.</p> <p>Note: All documents pertaining to the Rig(s) in connection with the import of the Rig, Block transfer, etc. as applicable under law will have to be submitted / applied prior to mobilization. Mobilization will not be treated as complete by OIL unless all the documents submitted are found to be in order and to the satisfaction of OIL. Bidders have to submit declaration in the form of Proforma M1.</p>
2	Clause(s) 2.4 of Part – 3 (Sec. I) GCC, Page(s) 39	<p>The contract shall be initially for a period of 03(THREE) years from the date of commencement of operation with an option for extension of the contract duration by another 1 (one) year at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract.</p>	No Change

3	Clause(s) 6.2 of Part – 3 (Sec. I) GCC, Page(s) 41	<p>Warranty Should Company discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.</p>	<p>Warranty Should Company discover at any time during the tenure of the Contract or within 3(three) months after completion of the operation (not applicable after demobilisation in case of charter hire of rig) that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.</p>
4	Clause 9.10 of GCC, Page 44	GST shall be paid against receipt of tax invoice and proof of payment of GST to government.	GST shall be paid against receipt of tax invoice and proof of payment of GST to government. This clause is applicable if the same is not available /could not be linked in the online GST portal.
5	Clause 10.2 (f) of GCC, Page 47	Public Liability Insurance as required under Public Liability Insurance Act 1991.	Public Liability Insurance as required under Public Liability Insurance Act 1991, wherever applicable.
6	Clause 10.8 of GCC, Page 47	Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.	Contractor shall obtain additional insurance or revise the limits of existing insurance from time to time as per statutory requirement, if any in which case additional cost shall be to Contractor's account.
7	Clause 11.2 of GCC, Page 47	If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form	If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such

		<p>prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order</p>	<p>compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order</p>
8	Clause 12.3 of GCC, Page 48	<p>Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure rate' shall apply for the first ten days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.</p>	<p>Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure rate' shall apply for the first 15 (fifteen) days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.</p>

9	Clause 13.7 of GCC, Page 49	Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination	Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination
10	Clause 13.8 of GCC, Page 49	<u>CONSEQUENCES OF TERMINATION:</u> In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.	Clarification: De- Mobilization charges will be payable in case of Termination of Contract due to expiry of the Contract period after successful completion of the Contract and completion of De-Mobilization. However, in other cases of the Termination, decision will be taken on case to case basis on the merit of the case.
11	Clause 12, Page 52 of GCC	<u>ASSOCIATION OF COMPANY'S PERSONNEL</u>	Clause number to be read as 20.0 instead of 12.0
12	Clause 12, Page 52 & Clause 28, Page 56 of GCC	<u>RECORDS, REPORTS AND INSPECTION:</u> The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company	<u>RECORDS, REPORTS AND INSPECTION:</u> The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history of works performed including safety records throughout the Contract period with record of major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and

		<p>designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.</p>	<p>representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the jobs covered under the contract whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said service covered under the Contract, or give out to any third person information in connection therewith.</p>
<p>13</p>	<p>Part-3</p> <p>SECTION-I</p> <p>GENERAL CONDITIONS OF CONTRACT</p> <p>Clause No. 33</p>	<p>Limitation of Liability – NEW Clause</p>	<p><u>LIMITATION OF LIABILITY:</u></p> <p>Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or Criminal acts,</p> <p>(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and</p> <p>(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply</p>

			<p>to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.</p> <p>(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.</p>
14	<p>Clause no 3.1 of page no 57 of Part 3 - SECTION II – TOR</p>	<p>The area of the operation will be primarily in the states of Assam & Arunachal Pradesh. The first mobilization will be in the North Eastern States of India and mostly in the districts of Dibrugarh, Tinsukia and Sibsagar. However, if the rig is required to be mobilized in the areas other than Assam & AP, the mobilization charges will be paid on mutually agreed terms and conditions.</p>	<p>No Change</p>
15	<p>Clause no 4.0 of page no 57 of Part 3 - SECTION II – TOR</p>	<p><u>SCOPE OF SERVICE:</u></p>	<p>Quote “drilling engineering services required for vertical and deviation drilling operations” Unquote – Stands deleted</p>
16	<p>Clause no 7.1.A of page no 58 of Part 3 - SECTION II – TOR</p>	<p>MAST AND SUBSTRUCTURE : Swing lift cantilever type self elevating mast and substructure with clear height of 142 ft. to 147 ft. Rated static hook load capacity of 10,00,000 lbs (1000 kps) with 12 lines strung on travelling block as per API 4F specifications. Mast is to be designed for 100 mph wind load(Min.) with a full rack of pipe and 115 mph(Min.) on a bare mast. Casing capacity approximately 800,000 lbs simultaneously with 500,000 lbs of racked pipes.</p>	<p>MAST AND SUBSTRUCTURE : Swing lift cantilever type self elevating mast and substructure with clear height of 142 ft. to 147 ft. Rated static hook load capacity of 10,00,000 lbs (1000 kps) with 12 lines strung on travelling block as per API 4F specifications. Mast is to be designed for 69 mph wind load(Min.) with a full rack of pipe and 87 mph(Min.) on a bare mast. Casing capacity approximately 800,000 lbs simultaneously with 500,000 lbs of racked pipes.</p>

		Self elevating type sub-structure to have a clearance of minimum 25 ft. from ground level to underneath of rotary table beam. Mast is to be complete with raising lines, lifting lugs for raising, leveling shims, snubber unit and hydraulic jacks. Mast and substructure should be complete with levelling equipment for front and rear shoes and with all accessories for the operation and erection of the mast and substructure.	Self elevating type sub-structure to have a clearance of minimum 25 ft. from ground level to underneath of rotary table beam. Mast is to be complete with raising lines, lifting lugs for raising, leveling shims, snubber unit and hydraulic jacks or better than the above conventional methods. Mast and substructure should be complete with levelling equipment for front and rear shoes and with all accessories for the operation and erection of the mast and substructure.
17	Clause no 7.1.A.xv of page no 58 of Part 3 - SECTION II – TOR	Height of wind guard post should be sufficient to avoid fouling of drill pipe stand against adjustable diagonal brace when the platform is placed at the lowest position.	Deleted.
18	Clause no 7.1.B.xii of page no 60 of Part 3 - SECTION II – TOR	Independent Rotary drive with suitable braking arrangement as per design of the Draw works.	Independent Rotary drive as per design.
19	Part 3 - Clause no 7.1.B.xix- 6 of page no 61 of SECTION II – TOR	Top drive - RPM range: 0 – 200 (Minimum)	Top drive - RPM range: (0 – 190) -Minimum
20	Part 3 - Clause no 7.1.C.2 of page no 61 of SECTION II – TOR	ROTARY TABLE AND ACCESSORIES Master bushing (1 no. each of solid and split type or 2 sets of either solid or split type) to suit the Rotary table.	ROTARY TABLE AND ACCESSORIES Master bushing (1 no. of solid / split type) to suit the Rotary table.
21	Part 3 - Clause no 7.1.E.3 of page no 61 of SECTION II – TOR	Traveling block and hook: Traveling block and hook should be independent	Traveling block and hook: Traveling block and hook should be independent / combo
22	Part 3 - Clause no 7.1.J of page no 61 of SECTION II – TOR	<u>CAGED LADDER, RIDING BELT, FALL ARRESTOR, and EMERGENCY ESCAPE DEVICE ETC.:</u> The riding ladder to crown block shall be caged and equipped with fall arrestor. A suitable riding belt to be provided to meet any emergency or to carry out repairs above	<u>CAGED LADDER, RIDING BELT, FALL ARRESTOR, and EMERGENCY ESCAPE DEVICE ETC.:</u> The riding ladder to crown block shall be equipped with fall arrestor. A suitable riding belt to be provided to meet any emergency or to carry out

		derrick floor. Suitable & effective emergency escape device from racking board to ground shall be provided.	repairs above derrick floor. Suitable & effective emergency escape device from racking board to ground shall be provided. All safety guidelines will be guided by OMR'2017.
23	Part 3 - Clause no 7.2.1.A of page no 65 of SECTION II – TOR	BOPs (Cameron/Shaffer/Hydril/WOM)make only where ever appearing	BOPs (Cameron/ Cameron-Schlumberger/ Shaffer/ <i>Shaffer – NOV</i> /Hydril/ <i>Hydrill- GE</i>/ WOM)make only
24	Part 3 - Clause no 7.2.1.A .ii of page no 65 of SECTION II – TOR	21.1/4" / 20.3/4", 2M or 3M Drilling Diverter spool with 2 (two) nos. of 9" x 2000 psi side outlets and 30# overall length to be used with 21.1/4" x 2 M / 20.3/4" x 3 M BOP.	21.1/4" / 20.3/4", 2M or 3M Drilling Diverter spool with 2 (two) nos. of 9" x 1000 psi side outlets and 30# overall length to be used with 21.1/4" x 2 M / 20.3/4" x 3 M BOP.
25	Part 3 - Clause no 7.2.1.A.iii of page no 65 of SECTION II – TOR	13.5/8" x 10000 psi Annular/Spherical BOP, 1 No. with bottom flange of 13.5/8" x 10 M Working Pressure (Cameron/Shaffer/Hydril/WOM make only).	13.5/8" x 5000 psi Annular/Spherical BOP, 1 No. with bottom flange of 13.5/8" x 10 M Working Pressure (Cameron/Cameron-Schlumberger/ Shaffer/Shaffer – NOV /Hydril/Hydrill- GE/ WOM)make only).
26	Part 3 - Clause no 7.2.1.A.iv of page no 61 of SECTION II – TOR	One double ram BOP, 13.5/8" x 10000 psi (Cameron/Shaffer/Hydril/WOM make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.	iv) a. One double ram BOP, 13.5/8" x 10000 psi (Cameron/Shaffer/Hydril/WOM make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure. b. One single ram BOP, 13.5/8" x 10000psi (Cameron/Shaffer/Hydril/WOM make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.
27	Part 3 - Clause no 7.2.1.A .vi of page no 65 of SECTION II – TOR	One set each of 9.5/8", 7", 5.1/2", 2.7/8" pipe rams, two sets of 5" pipe rams and 1 set of blind rams should be supplied with above items no (iii). However, 02(Two) sets of Variable Ram to cover ranges from 4.1/2" to 7" will also be acceptable.	One set each of 9.5/8", 7", 5.1/2", 2.7/8" pipe rams, two sets of 5" pipe rams or one set of 5" pipe ram along with one set of Top seal plus front packer elements and 1 set of blind rams should be supplied with above items no (iii). However, 02(Two) sets of Variable Ram to cover ranges from 4.1/2" to 7" will also be acceptable.

28	Part 3 - Clause no 7.2.1.A . viii of page no 66 of SECTION II – TOR	Adapter / crossover spool 13.5/8" x 5,000 psi to 13.5/8" x 10,000 psi 1 No. having 2 nos. of flanged side outlet of 3.1/16" x 10M	Adapter / crossover spool 13.5/8" x 5,000 psi to 13.5/8" x 10,000 psi 1 No.
29	Part 3 - Clause no 7.2.1.A.xii of page no 66 of SECTION II – TOR	Cross-over/adapter spool with bottom flange of 20.3/4" x 3000 psi and top flange of 21.1/4" x 5000 PSI with 2 side outlets of size 3.1/16" flange with 2" female line pipe thread in the same horizontal plane but in opposite directions. The spool shall be complete with ring joint gaskets, studs & nuts, blind flange/bull plug.	Cross-over/adapter spool with bottom flange of 20.3/4" x 3000 psi and top flange of 21.1/4" x 2000 PSI – 01 No.
30	Part 3 - Clause no 7.2. 1.B ii of page no 67 of SECTION II – TOR	The drilling spool should have side valves consisting of two each of manually operated and hydraulically operated gate valves, on two sides, size - 3.1/16" x 10,000 psi along with one number of check valves on kill line.	The drilling spool should have side valves consisting of two each of manually operated and hydraulically operated gate valves, on two sides, size - 3.1/16" x 10,000 psi along with one number of check valves on kill line. Or <i>The drilling spool should have side valves consisting of two each of manually operated and hydraulically operated gate valves, on two sides, with one size - 3.1/16" x 10,000 psi (For Choke line) and 2.1/16" x 10,000 psi (For Kill line) along with one number of check valves on kill line.</i>
31	Part 3 - Clause no 7.2.1.C. iv of page no 68 of SECTION II – TOR	BOP CONTROL UNIT Adequate number of hydraulic accumulators, adequate capacity reserve tanks and all necessary fittings for safe operation of the BOP stack as specified earlier. OIL reserves the right to increase/decrease the reservoir / accumulator sizes.	BOP CONTROL UNIT Adequate number of hydraulic accumulators, adequate capacity reserve tanks and all necessary fittings for safe operation of the BOP stack as specified earlier.
32	Part 3 - Clause no 7.2.1D.ii of page no 68 of SECTION II – TOR	Hydril or equivalent drop-in type back pressure valve complete with landing sub, check valve & retrieving tool etc. 1 No. each for landing subs with 6.5/8" API	IBOP with 4.1/2" API IF connections and necessary subs for 6.5/8"R

		reg. Connections & 4.1/2" API IF connection.	
33	Part 3 - Clause no 7.2.2.A of page no 68 of SECTION II – TOR	<p><u>DRILL PIPE / PUP JOINT (AS PER API SPECIFICATION 5DP)</u></p> <p>Contractor shall provide new/unused Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization. However, Premium grade drill pipes & drill pipe pup joints with recent NDT inspection as per API standard by Govt. authorized registered agency with documentary evidence may be offered. But, OIL reserves the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non-acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re-inspect the whole drill pipes and drill pipe pup joints in presence of OIL#s representative at their own cost.</p>	<p><u>DRILL PIPE / PUP JOINT (AS PER API SPECIFICATION 5DP)</u></p> <p>Contractor shall provide new/unused Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization. However, Premium grade drill pipes & drill pipe pup joints with recent NDT inspection as per API standard <i>(DS 1 Cat 3 Inspection)</i> with documentary evidence may be offered. But, OIL reserves the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non-acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re-inspect the whole drill pipes and drill pipe pup joints in presence of OIL#s representative at their own cost.</p>
34	Part 3 - Clause no 7.2.2.A.i of page no 68 of SECTION II – TOR	Minimum 5000 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.	Minimum 4000 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.
35	Part 3 - Clause no 7.2.2.A.v of page no 69 of SECTION II – TOR	Installation tool for installing grip-lock type rubber protectors on 5" OD drill pipe with adequate numbers of rubber protectors for the entire contractual period.	Deleted.
36	Part 3 - Clause no 7.2.2.C.3.i. of page no 70 of SECTION II – TOR	1 No. in-string integral blade / replaceable sleeve type stabilizers having 7.5/8" API regular connection for 26" hole.	1 No. in-string integral blade/welded / replaceable sleeve type stabilizers having 7.5/8" API regular connection for 26" hole.
37	Part 3 - Clause no 7.2.2.C.4.ii. of page no 70 of SECTION II – TOR	All rotary substitutes and other substitutes necessary in pressure line etc. required to carry out drilling and all other rig operations shall be supplied	All rotary substitutes and other substitutes necessary in pressure line etc. required to carry out drilling and all other rig operations shall be supplied

		by the contractor in sufficient quantity and it will be contractor's responsibility to find out the requirement. The contractor shall also provide the necessary substitutes required to use 2.7/8" EUE tubing and 2.7/8" Vam tubing connection.	by the contractor in sufficient quantity and it will be contractor's responsibility to find out the requirement.
38	Part 3 - Clause no 7.2.2.D of page no 71 of SECTION II – TOR	TWO NO. (1 BACK UP) 5.1/4" HEX AND 1 NO. 2.1/2" or 3# SQUARE / HEXAGONAL KELLY WITH THE FOLLOWING :(This is the minimum inventory to be made available at all times)	ONE NO. 5.1/4" HEX AND 1 NO. 2.1/2" or 3# SQUARE / HEXAGONAL KELLY WITH THE FOLLOWING :(This is the minimum inventory to be made available at all times)
39	Part 3 - Clause no 7.2.2.F.b.v of page no 72 of SECTION II – TOR	1 set consisting of total two nos. of 2.7/8" manual tubing spiders.	1 set consisting of one no. of 2.7/8" manual tubing spiders.
40	Part 3 - Clause no 7.2.2.F.e.ii of page no 73 of SECTION II – TOR	1 no. Pipe spinner for handling drill pipes/ tubulars in the range 2.3/8" - 5" OD complete with all necessary fittings.	1 no. Pipe spinner for handling drill pipes/ tubulars in the range 3.1/2 " - 5" OD complete with all necessary fittings.
41	Part 3 - Clause no 7.2.2.I.a of page no 73 of SECTION II – TOR	Overshot: Series 150 Bowen or Equivalent releasing and circulating overshots for operation in 12.1/2", 9.5/8", 8.1/2"& 6" hole to catch all sizes of Driller collars, heavy weight drill pipes, drill pipes and substitutes as provided by the contractors, with various sizes of spiral grapple, suitable extension sub and oversized lipped guide for operation in 17.1/2" hole.	Overshot: Series 150 Bowen or Equivalent releasing and circulating overshots for operation in 12.1/4", 8.1/2" & 6" hole to catch all sizes of Driller collars, heavy weight drill pipes, drill pipes and substitutes as provided by the contractors, with various sizes of spiral grapple, suitable extension sub and oversized lipped guide for operation in 17.1/2" hole.
42	Part 3 - Clause no 7.2.2.I.d of page no 74 of SECTION II – TOR	Super Fishing Jar: 1 No Straight pull, capable of transmitting full torque in either direction, ability to deliver rapid series of blows when desired, easy closing or resetting, having OD: 6.1/4" and ID: 2.1/4", 4.1/2 API IF RH top sub box connection & bottom pin connection, complete with circulation hole & cone type piston assembly	Deleted
43	Part 3 - Clause no 7.2.2.L.b.iv of page no 75 of SECTION II – TOR	The contractor must provide at their cost, equipment & services of the following minimum	The contractor must provide at their cost, equipment & services of the following minimum number.

		number (Vintage of items not more than 5 years):	
44	Part 3 - Clause no 7.2.2.K of page no 74 of SECTION II – TOR	Axial Vibration & Shock absorbing tool: 01 no. each of size 6.75 inch OD & 8 inch OD	Deleted
45	Part 3 - Clause no 7.2.2.L.d.iv of page no 76 of SECTION II – TOR	During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.	During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL. <i>The maximum load requirement of OIL's equipment will be of 06(six) trailers.</i>
46	Part 3 - Clause no 7.2.2.L.d.iv of page no 76 of SECTION II – TOR	Welding Machine: Diesel powered electric welding generator capable to generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment with flash back arrestor, brazing etc. Engine should be fitted with spark arrestor. All consumables shall be supplied by the contractor	Welding Machine: Diesel / Electric powered electric welding generator capable to generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment with flash back arrestor, brazing etc. Engine should be fitted with spark arrestor. All consumables shall be supplied by the contractor
47	Part 3 - Clause no 7.3.A.b.2 of page no 79 of SECTION II – TOR	Linear Motion Mud Cleaner, capable of handling at least 1000 GPM [1.08 sp. Gravity water/polymer based mud], having screen size up to API 325 mesh size with Desander & Desilter installed over it or 3 nos of Linear Motion Shale Shaker with separate Desander, Desilter and 2 nos of Centrifuges in the mud system (Underflow of Desander & Desilter diverted over the shaker screen) having the following capacities:	Linear Motion Mud Cleaner, capable of handling at least 1000 GPM [1.08 sp. Gravity water/polymer based mud], having screen size up to API 325 mesh size with Desander & Desilter installed over it having the following capacities:

48	Part 3 - Clause no 7.3.C.a of page no 81 of SECTION II – TOR	<p>Three Nos. water tanks :(also to be used as gauging water tank)</p> <p>Total storage capacity: 170 M3 (approx.)</p> <p>Fitted with two centrifugal pumps (as water booster) having capacity minimum 80 m3 per hour and 26 m head and complete with suction and discharge lines for operation of either or both pumps. All the tanks should be fitted with 02(Two) no. of agitator each along with hopper arrangement for mixing chemicals</p>	<p>Three Nos. water tanks :(also to be used as gauging water tank)</p> <p>Total storage capacity: 170 M3 (approx.)</p> <p>Fitted with two centrifugal pumps (as water booster) having capacity minimum 80 m3 per hour and 26 m head and complete with suction and discharge lines for operation of either or both pumps. At least two(02) tanks should be fitted with 02(Two) no. of agitator each along with hopper arrangement for mixing chemicals</p>
49	Part 3 - Clause no 7.3.E.1 of page no 83 of SECTION II – TOR	Capacity: The ETP shall have the capacity to handle 50 – 150 cubic meters input per day along with a Centrifuge capacity of minimum 8m3/Hr in the flow cycle after dosing system and other treatment tanks but before final filtration process. For solid effluent, it shall have the capacity to handle 50 cubic meters input per day including solid cakes come from mechanical separation unit.	Capacity: The ETP unit should be sufficient to handle minimum of 150 cubic meters of liquid effluent per day along with a Horizontal Centrifuge capacity of minimum 8m3/Hr in the flow cycle after dosing system and other treatment tanks but before final filtration process and 50 cubic meters of solid effluent input per day.
50	Part 3 - Clause no 7.3.-General Notes - j of page no 86 of SECTION II – TOR	At least 4 Nos. of non - rotating rubber sleeve stabilizers for 5" OD x 19.5 PPF x Gr. E/G drill pipes with sufficient nos. of spare replaceable rubber sleeves.	Deleted.
51	Part 3 - Clause no 7.3.-General Notes - 1 of page no 86 of SECTION II – TOR	Well killing: The primary responsibility of well killing and all related operations shall lie with OIL. OIL shall provide man, material and fire service for this purpose. OIL shall render help in civil administration when such a situation arises. Competence of the Contractor's well killing operation shall be decided by OIL. Based on this, OIL reserves the right to bring in external experts. The resultant cost thereof shall be borne by the contractor, in the event that the blow out occurred due to negligence of the Contractor.	No Change

52	Part 3 - Clause no 7.4 - 7.4.7 of page no 87 of SECTION II – TOR	<p>CIVIL ENGINEERING WORKS</p> <p>Sinking of drinking water tube well and recovery of water for rig/well-site and for contractor's camp at well-site. However materials (hand-pump/ pump(s), pipes etc) required will be provided by the contractor. Sinking of source water tube well, lifting and storage/supply of source water for Rig/ well operation including all required materials / equipment / pumps etc will be contractor's responsibility.</p>	Deleted.
53	Part 3 - Clause no 7.6.B.iii of page no 88 of SECTION II – TOR	Unloading of OIL's cement from transport silos to field silos & vice - versa at well site.	Unloading of OIL's cement from transport silos to field silos & vice - versa at well site under supervision of OIL.
54	Part 3 - Clause no 7.6.B.iv of page no 88 of SECTION II – TOR	Field silos (OIL's) attached to the rig shall be rigged up / down, operated, maintained and transported by the Contractor.	Field silos (OIL's) attached to the rig shall be (rigged up / down, operated, maintained – under Supervision of OIL) and transported by the Contractor.
55	Part 3 - Clause no 7.6.B.ix of page no 88 of SECTION II – TOR	<p>Slurry mixing/gauging water pump, reciprocating type of adequate pressure and volume, during entire cementing operation. The pump should be Make-Bourn Drill Model-MP10-7.5 or suitable equivalent having following specifications:</p> <p>Liner size: 6"</p> <p>Stroke length: 10"</p> <p>Discharge Volume: 427 US GPM.</p> <p>Maximum Discharge Pressure: 574 PSI</p> <p>Input Horse Power: 75 HP</p> <p>Engine: 6YDA, 92 HP at 1800 rpm</p>	No Change

56	Part 3 - Clause no 7.6.B.e of page no 90 of SECTION II – TOR	<p><u>Pre cementation equipment readiness</u></p> <p>One remote electrical control panel to operate the rig slush pumps should be installed at a suitable place near slush pumps for operation and control of the pumps by the Cementing Engineer.</p>	Deleted.
57	Part 3 - Clause no 7.6.D of page no 91 of SECTION II – TOR	<p><u>CATERING SERVICES</u></p> <p>A suitable catering service serving Indian and continental food to the contractors personnel and 20 nos. OIL designated personnel shall be made available per day during the entire contractual period by the contractor.</p> <p>The Contractor shall also provide catering service to all the Service Providers engaged by OIL on chargeable basis under their purview.</p>	<p><u>CATERING SERVICES</u></p> <p>A suitable catering service serving Indian food to the contractors personnel and 15 nos. OIL designated personnel on an average per day shall be made available per day during the entire contractual period by the contractor.</p> <p>The Contractor shall also provide catering service to all the Service Providers engaged by OIL on chargeable basis under their purview.</p>
58	Part 3 - Clause no 7.6.I (24) of page no 94 of SECTION II – TOR	<p><u>PERSONNEL TO BE DEPLOYED</u></p> <p>Telephone Attendant</p>	Deleted.
59	Part 3 - Clause no 7.6.III.e of page no 96 of SECTION II – TOR	<p>Qualification and Experience for Driller:</p> <p><input type="checkbox"/> BE/B Tech with 5 years' experience including 2 years as driller in drilling rig.</p> <p>OR</p> <p><input type="checkbox"/> B.Sc /Diploma in Engineering with 7 years' experience including 3 years as driller in drilling rig.</p> <p>OR</p> <p><input type="checkbox"/> 10+2 or equivalent with 10 years' experience including five years as driller in drilling rig.</p>	<p>Qualification and Experience for Driller:</p> <p><input type="checkbox"/> BE/B Tech with 5 years' experience including 2 years as driller / 2 years as Assistant driller in drilling rig.</p> <p>OR</p> <p><input type="checkbox"/> B.Sc /Diploma in Engineering with 7 years' experience including 3 years as driller / including 5 years as Assistant driller in drilling rig.</p> <p>OR</p> <p><input type="checkbox"/> 10+2 or equivalent with 10 years' experience including five years as driller in drilling rig.</p>

60	Part 3 - Clause no 7.6.III.f of page no 96 of SECTION II – TOR	<p><u>ASSISTANT DRILLER:</u> Qualification:</p> <p>Diploma in Engineering/ Science Graduate with 2 years' experience in drilling rig including one year as Asst. Driller.</p> <p style="text-align: center;">OR</p> <p>10+2 or equivalent with 4 years' experience in drilling rig including 1 year as Asst. Driller.</p>	<p><u>ASSISTANT DRILLER:</u> Qualification:</p> <p>BE/B Tech with 01 years' experience in drilling rig.</p> <p style="text-align: center;">OR</p> <p>Diploma in Engineering/ Science Graduate with 2 years' experience in drilling rig including one year as Asst. Driller.</p> <p style="text-align: center;">OR</p> <p>10+2 or equivalent with 4 years' experience in drilling rig including 1 year as Asst. Driller.</p>
61	Part 3 - Clause no 7.6.III.i of page no 97 of SECTION II – TOR	<p><u>MECHANICAL ENGINEER:</u> Should have a degree in Mechanical Engineering or Diploma in Mechanical Engineer with minimum 6 years experience in Diesel Electrical Drilling Rig.</p>	<p><u>MECHANICAL ENGINEER:</u> Should have a degree in Mechanical Engineering with or Diploma in Mechanical Engineer with minimum 04 / 06 years of experience respectively in Diesel Electrical Drilling Rig.</p>
62	Part 3 - Clause no 7.6.III.n of page no 97 of SECTION II – TOR	<p><u>MUD ENGINEER:</u> Experience: The Mud Engineer(s) must have a minimum 5 years of work experience in managing independently various kinds of mud in deep exploratory/development wells and other related activities. Prior to deployment the Contractor should provide a detailed resumed of the mud engineer(s) highlighting qualifications and relevant experience (field experience) with documentary evidence for Company's scrutiny and approval).</p>	No Change
63	Part 3- Sec III , Clause 10.4 of SCC, Page 109	<p><u>Ingress and Egress at location:</u> Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, including any certificate required for</p>	Operator hereby agrees that it shall provide Contractor with all necessary rights of ingress/egress to and possession of the location where the well is to be located

		<p>permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate will be applicable.</p>	<p>including any drilling permits or licenses required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Operator's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its subcontractors, Operator agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same.</p> <p>Should Contractor be denied the access to the location of operations due to lack of compliance of any permits or licences required by the Operator pursuant to ingress/egress, the time lost as a result thereof shall be compensated 50% of the standby rate.</p> <p>Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of Contractor's issue, the contractor should make good and take corrective actions immediately and in that case no rate will be payable to the Contractor.</p>
64	Part 3- Sec III , Clause 8.13 of SCC, Page 112	<p><u>BLOWOUT OR CRATER: COST OF CONTROL OF BLOWOUT</u></p> <p>In the event any Well being drilled hereunder shall go out of control (Blowout) due to any causes, Contractor will bear the cost and expense of killing the Well or otherwise bringing the Well under control upto US Dollar One Million for each</p>	No Change

		incident and in this regard Operator shall indemnify and hold Contractor harmless in excess of US Dollar One Million for each incident. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Operator of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit, caused by such blowout to the Contractor, except as otherwise provided under the terms and conditions of this Agreement.	
65	Part 3- Sec III , Clause 19.3 of SCC, Page 112	The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 19.1 of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.	No Change
66	Annexure – I - 28 Pg. 140	Mud making/loading facilities at drill site complete with reciprocating pumps , prime movers, hoppers tankages etc.	Mud making/loading facilities at drill site complete with pumps , prime movers, hoppers tankages etc.
67	Annexure – I – 30 Pg. 140	Drilling, swabbing & all other wire lines & ropes	Deleted.
68	Annexure – II – 2 Pg. 141	Grease, Lube oil, Cleaning solvent & for all Contractor's equipment including accumulator charging gases (also for OIL's designated equipment)	Grease, Lube oil, Cleaning solvent & for all Contractor's equipment including accumulator charging gases.
69	Annexure – III – 7.b.ii Pg. 143	Maintenance of camp site and camp site approach road	
70	Annexure – III – 9 Pg. 143	Cementing & cementing Services	Cementing & cementing Services – at expense of OIL
71	Annexure – III – 12 Pg. 144	Well head, control systems and their installation	Well head, control systems and their installation – Only installation at Contractors expense.
72	Annexure – III – 27 Pg. 144	Food and lodging of OIL's personnel	Food and lodging of OIL's personnel

73		a) Up to maximum 20 persons per day	a) Up to maximum 15 persons per day
74	Annexure – III – 34 Pg. 144	Services for deletion of faulty equipment	Deleted
75	Annexure – III – 49 Pg. 144	Services of Personnel	Deleted
76	Clause 1.2 of Part – 3 (Sec. III) SCC, Page 102	"Associated services" means equipment and services, asked for, along with Drilling unit in this bid document. These include but not limited to mud engineering, deviation drilling tools, equipment & services; camp/catering/ medical services, communication, safety & fire fighting services well control services etc.	"Associated services" means equipment and services, asked for, along with Drilling unit in this bid document. These include but not limited to mud engineering, equipment & services; camp/catering/ medical services, communication, safety & fire fighting services well control services etc.
77	Clause 4.1 of Part – 3 (Sec. III) SCC, Page 104	Contractor shall provide standard food & services for all its own & its sub-contractor's personnel and for twelve (20) of company designated personnel free of charge.	Contractor shall provide standard food & services for all its own & its sub-contractor's personnel and for twelve (12) of company designated personnel free of charge.
78	Clause 6.17 of SCC, Page 107	<u>Casing and Cementing:</u> Lowering and cementing of all casings is contractor's responsibility. Contractor shall use best effort and methods to run and set casings of the sizes, weights/ grades and at depths as instructed by the company. Contractor shall allow-cement to set for a length of time as specified by the company. During such time, contractor shall assemble blowout prevention equipment and test the same in a manner satisfactory to company and otherwise make preparation for subsequent work. After cement has set, casing job shall be tested in a manner satisfactory to company, and contractor shall continue such testing until results satisfactory to company are secured. Any re-cementing or repairs to casing will be done at company's discretion. Cementation of all stages of	<u>Casing and Cementing:</u> Lowering all casings is contractor's responsibility. Contractor shall use best effort and methods to run and set casings of the sizes, weights/ grades and at depths as instructed by the company. Contractor shall allow-cement to set for a length of time as specified by the company. During such time, contractor shall assemble blowout prevention equipment and test the same in a manner satisfactory to company and otherwise make preparation for subsequent work. After cement has set, casing job shall be tested in a manner satisfactory to company, and contractor shall continue such testing until results satisfactory to company are secured. Any re-cementing or repairs to casing will be done at company's discretion. Cementation of all stages of

		casings shall be carried out by using contractors slush pumps, unless otherwise instructed in writing.	casings shall be carried out by using contractors slush pumps, unless otherwise instructed in writing.
79	New Clause -26 of SCC, Page 122	New Clause for Imposing Stack Rate Condition	SUSPENSION AT COMPANY'S REQUEST: The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid as per the provisions of Clause 8.0 of Section-IV 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location. The total suspension period during the Contract duration shall not exceed 3 (three) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract
80		<u>COMPREHENSIVE 'HSE' GUIDELINES:</u>	Clause Re- numbered as - 27
81		<u>MoEF [MINISTRY OF ENVIRONMENT & FOREST] GUIDELINES:</u>	Clause Re- numbered as - 28

82	New Clause No. 27.1 under Part -3, Section – III (SCC)	New Clause for Loss or Damage of sub surface equipment or tools:	<p>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:</p> <p>Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct on the part of the contractor for loss or damage to the contractor's equipment/ tool in hole below rotary table. Company shall at its option either reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of mobilization or subsequent replacement/ addition of the same equipment/ tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. Contractor. All such cost shall be payable by Company only after contractor furnishes notarized undertaking to the extent that the particular tool(s)/equipment in question is not covered by the Contractor's insurance as per the sample format attached. For any such loss/damage, the contractor shall notify the Company within one month. The inspection of recovered tool / equipment from downhole need to be made by Company Representative before submission of the invoice by contractor.</p>
----	--	---	---

			<p>NOTE:</p> <p>The claim on account of Loss /damage should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier.</p> <p>OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time</p>
83	New Clause No. 27.2 under Part -3 , Section – III (SCC)		<p>DOCUMENTATION OF LOSS:</p> <p>Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause above, the Contractor shall immediately notify the same to OIL describing the loss/damage. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:</p> <ul style="list-style-type: none"> a) List of the Equipment lost or damaged. b) Extent of the damage. c) Particulars of import, Customs assessed Bill of entry & invoices. d) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India. e) Costs of repairs, if any, supported by evidence of the same. f) Documentary evidence or self-declaration as per Format provided that the particular tool(s)/equipment in question is/are not covered by Contractor's insurance .

84	Clause No. 10.2 of Part – 3 of Section – III (SCC)	<p>10.2 <u>LOSS OR DAMAGE OF CONTRACTOR'S DRILLING UNIT OR SUBSURFACE EQUIPMENT:</u></p> <p>a) Except as otherwise specifically provided in the contract, any damage to or loss, of the Drilling Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Drilling Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.</p> <p>b) If the Drilling Unit or any part thereof or subsurface tools/equipment is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Drilling Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Drilling Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection</p>	<p>10.2 <u>LOSS OR DAMAGE OF CONTRACTOR'S DRILLING UNIT :</u></p> <p>a) Except as otherwise specifically provided in the contract, any damage to or loss, of the Drilling Unit regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Drilling Unit or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.</p> <p>b) If the Drilling Unit is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Drilling Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Drilling Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage</p>
----	--	--	--

		therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.	has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.
--	--	---	--

End of Enclosure A

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

I) **BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A) **TECHNICAL: Bidder must meet the following criteria failing which offer shall be rejected:**

1.0 **EXPERIENCE:** The bidder should be a drilling contractor having following drilling experience:

i) Bidders quoting for one (01) no. or two (02) nos. of Rigs must have experience of providing drilling services with minimum one (01) no. of Rig of minimum 1400 HP rig capacity on charter hire basis for a period of minimum 01 year against a single Contract during the last 07 years as on the original bid closing date.

Or

Bidders quoting for Three (03) Nos. of Rigs must have experience of providing drilling services with minimum two (02) nos. of Rigs of minimum 1400 HP rig capacity on charter hire basis for a period of minimum 01 year against a single Contract or **Multiple Contracts against which experience of operating two Rigs simultaneously for a minimum period of 01 year** during the last 07 years as on the original bid closing date

ii) Bidders must have experience of drilling of at least 5 (five) nos. oil/gas wells for bidders quoting for 01/02 Rigs with drilling rig of minimum 1400 HP capacity out of which one well should be of depth range of 3500 Mtrs. minimum.

Or

Bidders must have experience of drilling of at least 8 (Eight) Nos. oil/gas wells for bidders quoting for 03 Rigs with drilling rig of minimum 1400 HP capacity out of which one well should be of depth range of 3500 Mtrs. minimum.

iii) Bidder must have experience for operation and maintenance of Top Drive of the Rig. If the bidder does not have experience then the bidder shall have to confirm that in the event of award of contract, maintenance support of the 'Top Drive' will be provided from the manufacturer of the 'Top Drive' throughout the contract period. An 'Memorandum of understanding (MOU)' between the manufacturer and the bidder shall have to be submitted along with the technical bid in support of the maintenance of the 'Top Drive' system.

2.0 The bidder must have the following annual financial turnover in any of preceding three (3) financial years as per the Audited Annual Reports:

i) Minimum Rs 33.39 Crores or US\$ 4.68 Million for bidders quoting for one Rig.

- ii) Minimum Rs 66.78 Crores or US\$ 9.36 Million for bidders quoting for 2(two) Rigs.
- iii) Minimum Rs 100.17 Crores or US\$ 14.04 Million for bidders quoting for 3(three) Rigs.

NOTE: In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

- 2.1 Net worth of bidder must be positive for preceding financial/accounting year.
- 2.2 In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover as stated above under clause 2.0 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date. The other member(s) of the Consortium shall have an annual financial turnover of minimum 50% of the annual financial turnover as stated above under clause 2.0 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
- 2.3 The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.
- 2.4 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far.
- 2.5 For proof of Annual Turnover & Net worth, any one of the following document must be submitted along with the bid:-
 - i. A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.

OR

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

- 2.6 In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 2.7 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ ultimate parent/ holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ ultimate parent/ holding company, then following documents need to be submitted along with the technical bid.
- (i) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company.
 - (ii) Corporate Guarantee on parent/ultimate parent/holding company [as per format enclosed as Annexure – VI (c)] by the authorized officials.
 - (iii) The bidder is a 100% subsidiary company of the parent/ ultimate/ holding parent company.
 - (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date.
- 3.0 A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.
- 4.0 In case, the bidder is an Indian Company/Indian joint venture Company, either the Indian Company/Indian Joint Venture Company or its technical collaborator/joint venture partner should meet the criteria laid down at Para 1.0 above. However, the Indian Company/ Indian joint venture Company must meet the financial turnover criteria as per Para 2.0 above.
- 5.0 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding/Agreement with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender.

NOTE: In case the contract is awarded based on the bid submitted as per Clause 4.0 & 5.0, in order to meet the commitment from the Technical collaborator / Joint Venture partner - all key personnel above and including the rank of Driller shall be from the pay roll of the Technical collaborator / Joint Venture partner for the full duration of the project.

6.0 **BIDS FROM CONSORTIUM:**

In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of the consortium should satisfy the minimum experience requirement as per Para 1.0 above.

- (b) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed by the authorized Executives of the consortium members and Notarized must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
- i) Only the Leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
 - ii) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.
 - iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
 - iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
 - v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
 - vi) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
 - vii) Documents/details pertaining to qualification of bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
 - viii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

- ix) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

6.1 **Bids from 100% subsidiary:**

Bids of those bidders, who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to OIL for fulfilling the obligation under the contract, alongwith the technical bid.

6.2 In the situation when subsidiary company submit offer on the basis of technical experience of parent **or Vice-versa** [Supporting Company] as mentioned in clause 6.1 above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by Supporting Company or Parent Company to provide a Performance Security (as per format and instructions enclosed at Appendix 2), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional Performance Security amount required to be submitted by the supporting company / ultimate parent company. In such case bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the supporting company / ultimate parent company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

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

7.0 **DRILLING RIG**

7.1 The bidder shall be in possession of the rig(s) offered **(with Top Drive system)** either owned or leased. In case the bidder is not in possession of the rig at the time of submission of bid, they may offer a rig for which they have an agreement for lease or buy.

7.2 **Identification of rig**

- i) All the bidders are required to identify the rigs at the time of submission of bid with documentary proof thereof, confirming availability of the rig for this contract.

- ii) In case owner of the rig himself is the bidder, the certificate confirming availability of the rig for this contract, shall be furnished by owner himself.
- iii) In case of leased rig (*Sub Leased Rig will not be accepted*), the bidders who do not own the Rig at the time of submission of bid, are required to submit along with the un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease concluded with the owner of the rig, specifically for this tender, with documentary proof of ownership of the rig. In case of leased rig, the successful bidder shall be required to keep the MOU/Agreement valid for the entire period of contract and any extension thereof.

In case of purchase of Brand New rig, Memorandum of Understanding/Agreement with Manufacturer is to be submitted. The above MOU/Agreement must be valid through the validity of the bid.

In case of purchase of rig other than brand new, Memorandum of Understanding/Agreement with the seller of the Rig has to be submitted. The above MOU/Agreement must be valid through the validity of the bid. However, in this case, the Rig has to satisfy the vintage clause and the Mobilization schedule as per the tender.

- iv) **Bidders shall quote for minimum of one rig and maximum three rigs. Bidder shall identify a maximum of two rigs options against their quote for each individual rig.** Bidder shall identify the rigs giving complete technical details for evaluation along with copy of MOU/Agreement/Certificate(s) as applicable for this tender. Bidders will have to mobilise the rig out of these identified rigs only, which are found acceptable to OIL. Offer beyond two rigs will not be considered for evaluation. **Rig without top drive will not be considered for evaluation.**
- v) Offers with identified Rigs but with the condition “subject to availability” may be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the availability of the rig, prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. Bidders who fail to confirm availability of rig will not be considered for price bid opening and would not be considered for award of contract also.
- vi) Subject to Clause No. 7.2(iv) of BRC as mentioned above, bidder would not be allowed to substitute the rig once offered by them in their bid during the period of bid validity. If two rig options are offered by a bidder for their quote for an individual rig as mentioned in para 7.2 (iv) above, all the rigs would be techno-commercially evaluated. The bidder can mobilise any one of the rigs found techno-commercially acceptable by OIL but the name of the rig to be mobilised by the bidder would have to be furnished by them within 15 days [15 Days is inclusive of 180 days mobilization time] of issue of letter of award/ Mobilization Notice.

7.2.1 The horsepower rating of the rig(s) offered should be minimum 2000 HP. Further the rig offered should be Diesel Electric/ACVFD, having self elevating mast and sub-structure (as per API standard) and also suitable for cluster location (1 + 3 Wells). The detail of the rig is given in Section-II in Bid Document. Spacing between wells at surface on cluster well plinth is maximum **18 m**. Bidders must confirm compliance of the same.

- 7.3 The offered Rig should not be more than 15(fifteen) years old as on the original bid closing date of the tender. Bidders must submit the certificate of manufacture from the Rig manufacturer.
- 7.4 Further, the drilling unit offered should have a residual life of 7 years as on the bid closing date of the tender. The bidder's declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an international inspection and certification agency listed in Para 7.5 below to this effect should be submitted. The certificate should clearly indicate the residual life broadly of the mast, all engines, draw-works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, motors etc. The last date of inspection by TPI Agency indicated in the TPI Certificate should not be older than 6 months as on date of bid opening. In case offer is made for a brand new rig, the certificate for residual life is not necessary.
- 7.5 The inspection and certification should be done by any of the following inspection agency for inspection of the rig and the cost of the third party inspection will be borne by the bidder :
- (a) DNV
 - (b) ABS
 - (c) BV
 - (d) LLOYDS REGISTER
 - (e) Oilfield Audit Services
- 7.6 The rig should be capable of drilling wells, fulfilling "Scope of Work" and conforming to the technical specification as laid down in the bid document.
- 8.0 The bidder shall submit the lay-out drawing of the offered rigs in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 15 days from the date of issue of Letter of Award.
- 9.0 Bidder has to confirm mobilization of the Drilling Rig within 180 days from the date of issuance of Letter of Award (LOA)/ Mobilization notice. Offers indicating mobilization time more than 180 days from the date of issuance of mobilization notice/ LOA will be rejected.
- 9.1 Mobilization Period of Offered Rigs which are already operating with OIL: -
- In case offered Rigs are in operation with OIL and the bidder is successful, then successful bidder shall deploy their Rigs within 60 (Sixty) days from date of de-hiring from the on-going Contract OR 180 days from the date of issue of Letter of Award (L.O.A), whichever is later.
- Repair of Rig, if any, is to be completed and Rig to be deployed within 60 (Sixty) days from date of de-hiring from the on-going Contract OR 180 days from the date of issue of Letter of Award (L.O.A), whichever is later.
- 10.0 The bidder must confirm to provide the key personnel with requisite experience and qualification as specified in Clause 7.6(I) under Scope of Work- Section- II .
- 11.0 The Bidder must confirm to provide complete rig package as specified under Section-II of the Bid Document failing which, the bid will be rejected.

12.0 **DOCUMENTS**

12.1 Bidders must furnish documentary evidences in support of fulfilling all the above requirement as under:

- (a) Rig offered– documents relating to rig already in possession or propose to own/lease along with technical specifications / details.
- (b) Vintage and residual life of the offered rig as per Para 7.3 & 7.4 above.
- (c) Bidder must submit necessary documentary evidences as noted below in support of the technical experience under the clauses A.1.0 above:
 - (i) Drilling experience of bidder– Statement to be furnished by bidder in a tabular form along with copies of contracts/work orders [with detailed scope of work & contract duration and showing detailed address(es) of client(s)] along with completion certificates/payment certificates issued by the clients.

For certificates against A.1.0.ii, in case the bidder is unable to provide documents for any reasons, a declaration signed by the CEO or CFO or Equivalent Designation to have the experience of drilling 05(Five) or 08 (eight) Oil/ Gas wells with a minimum 1400HP Drilling Rig as asked for will have to be submitted along with the bid.

- (d) Memorandum of Understanding/Agreement in support of tie-up arrangements along with the technical bid.

13.0 Bidder while submitting the documents in support of their experience vide Clause 1.0 above shall also submit details of experience and past performance of the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), or Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the technical bid in support of the experience laid down in Para 1.0 above.

14.0 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids (both individual bid as well as bid as Technical Collaborator) shall be rejected straightway. Moreover, if a party is Technical Collaborator for another party, then the Technical Collaborator cannot be a member of any other consortium/Joint Venture/ Technical Collaborator for any other party against this Tender. If such case arises, then offers/bids from such Bidders (wherever same party is involved as Consortium Member/Joint Venture Member/ Technical Collaborator for multiple Bidders) will be rejected.

NOTE: All Certificates and documentary evidences required to be submitted in support of Para A.1.0 and 2.0 above should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's / Technical Collaborator's /Consortium partner's/ Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

B. COMMERCIAL – BID SUBMISSION

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFX Response” Tab** and Priced Bid as per Proforma-B uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid **as specified in the Forwarding Letter of this Tender** and shall reach office of **CGM (Contracts), OIL** at Duliajan on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.
- 6.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 10.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 11.0 Any Bid containing false statement will be rejected.
- 12.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.
- 13.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian

Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

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

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

C. GENERAL

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding and the Company reserves the right to ask the bidder for clarification in respect of bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

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

2.0 For evaluation of the bids, B.C. Selling (market) rate declared by **State Bank of India, CAG Branch of Kolkata**, one day prior to the price bid opening will be considered. **In case, the rate of the day prior to price bid opening is not available/ not declared by State Bank of India, CAG Branch of Kolkata, then the latest rate available prior to price bid opening will be considered.** Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.

3.0 Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.

4.0 Bids will be evaluated considering 01 no. of Rig for 03(Three) years of operation. L-1 bidder will be offered the contract for maximum of 03 nos. (02 nos. at first instance + 01 of Rig as per operational requirement of additional Rig) of Rigs, if L-1 bidder quotes for 03 nos. of Rigs, else 01 or 02 nos. of Rigs depending upon the No. of acceptable offered Rigs.

5.0 Award of contract will be done under the following scenarios based on the number of Rigs quoted by the bidders. The award of contract to L2,L3.... Bidders will be done subject to matching of their quoted value with L-1 value. If any bidder refuses to match with the L-1 value then next eligible bidder will be asked to match with the L-1 value i.e. if L2 bidder refuses to match their quoted value with the L1 value then L3 bidder will be asked to match their quoted value with L1 value and so on. For matching, if Operating Day Rate (ODR) is higher will be reduced to L1 rate and balance items will be proportionately reduced to match the total L-1 quoted value. However, if ODR of L2, L3,... bidder is lower, reduction in rates will be done for only balance items by proportionately reducing to match the L-1 quoted value. The possible scenarios of distribution of Rigs are as below:

	Offered Scenario	No. of Rigs to be offered to				
		L-1 Bidder	L-2 Bidder	L-3 Bidder	L-4 Bidder	L-5 Bidder
Scenario 1	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs L5 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	01	01	01	01 (Additional Rig as per actual requirement, if comes any)
Scenario 2	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 02 No. of Technically acceptable Rigs	01	01	01	01+01 Additional Rig as per actual requirement, if comes any	0
Scenario 3	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 02 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	01	02	01 (Additional Rig as per actual requirement, if comes any)	0

Scenario 4	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 03 No. of Technically acceptable Rigs	01	01	02+01 Additional Rig as per actual requirement, if comes any	0	0
Scenario 5	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	02	01	01 (Additional Rig as per actual requirement, if comes any)	0
Scenario 6	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs L3 Bidder Quoted for 02 No. of Technically acceptable Rigs	01	02	01+01 Additional Rig as per actual requirement, if comes any	0	0
Scenario 7	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 03 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	02 + 01 Additional Rig as per actual requirement, if comes any	01	0	0
Scenario 8	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs	02	01	01	01 (Additional Rig as per actual requirement, if comes any)	0
Scenario 9	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 02 No. of Technically acceptable Rigs	02	01	01+01 Additional Rig as per actual requirement, if comes any	0	0

Scenario 10	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs	02	02	01 (Additional Rig as per actual requirement, if comes any)		0
Scenario 11	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 03 No. of Technically acceptable Rigs	02	02 + 01 Additional Rig as per actual requirement, if comes any	0	0	0
Scenario 12	L1 Bidder Quoted for 03 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs	02 + 01 Additional Rig as per actual requirement, if comes any	01	01	0	0
Scenario 13	L1 Bidder Quoted for 03 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs	02 + 01 Additional Rig as per actual requirement, if comes any	02	0	0	0

Notes:

- i) The original rates quoted by the bidders will not be allowed to increase under any circumstances.
- ii) If bidders happen to be two or more in the same position, priority list will be prepared by drawing Lottery among the bidders within the same position. Accordingly, L1, L2, L3 position will be prepared for award of contract.
- iii) No preference will be given for higher capacity Rigs than that as specified in the Tender.
- iv) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. Purchase Preference with regards to Purchase preference policy-linked with Local Content as mentioned in para 12.2 below will be given wherever applicable.

6.0 Contract(s) will be signed with the successful bidder(s) for 03 (three) years of operation.

7.0 The rates towards Standby, Repair, Force Majeure/Fishing will be restricted to the limit indicated against each as under:

- (a) Payment towards mobilization of the rig package shall not exceed 7.5% of the total contract price for 3 years. However, mobilization

- charges if quoted in excess of 7.5 % of the estimated contract cost, the excess amount shall be paid at the end of the contract.
- (b) Payment towards Standby time rate shall be 90% of the operating date rate.
 - (c) Payment towards rig Repair day rate shall be 50% of operating day rate.
 - (d) Payment towards Force Majeure/ Fishing day rate shall be 50% of operating day rate.
 - (e) Payment towards Stack shall be 50% of operating day rate. Stack rate shall be applicable for a maximum period of 135 days.
 - (f) The Demobilization Charges should not be less than 2 % of the total evaluated charges of the contract value. In case de-mob charges quoted less than 2%, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.
 - (g) Present rate of Basic customs duty is NIL as Rigs will be deployed in OIL's eligible area of operation.

Note: The Bidder has to re-export or Block transfer the rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to pay the customs duty in case the rigs are taken by the Contractor to area where concessional customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.

- 8.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 9.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma -B**.
- 10.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT** as per **Proforma - B**.

TOTAL ESTD CONTRACT COST FOR EACH RIG FOR 3 YEARS CONTRACT INCLUDING ALL TAXES & DUTIES EXCEPT CUSTOMS DUTY & SERVICE TAX WHICH SHALL BE EXTRA TO OIL,

T = TM + TD + TOP + TILMO + TILM1 + TILM2

WHERE

- i) Total Mobilization charges, Lump sum, One time only, **TM = M**
- ii) Total Demobilization charge, Lump sum, One time only, **TD = D**
- iii) Total Operating day rate charge, **TOP = ODR x 960**

- iv) Total Inter-Location Movement charge (Cluster location) Lump sum, **TILMO = ILMO x 5**
- v) Total Inter-location movement Charges (for move within a distance of 30 Kms), **TILM1 = ILM1 x 5**
- vi) Total Inter-location Movement charges on Kilometrage basis for movement in excess of 30 Km, **TILM2 = ILM2 x 300**

NOTE: The items M, D, ODR, ILMO, ILM1 and ILM2 are as defined in Schedule of Rates (Section -IV)

11.0 **CUSTOMS DUTY** : In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

12.0 PURCHASE PREFERENCE CLAUSE:

12.1 Purchase Preference to Micro and Small Enterprises:

12.1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

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

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

12.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

12.1.5 **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or

Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

12.2 Purchase preference Policy (linked with Local Content) (PP-LC)

12.2.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender.

12.2.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings / documents applicable for this policy.

13.1 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

13.2 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

13.3 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

13.4 For Purchase Preference (under MSE as well as under PP-LC), original L1 Price/Rates will be considered as base for calculating L1+15% for MSE bidders and L1+10% for PP-LC Bidders.

13.5 Considering the purchase preference (under MSE as well as under PP-LC) the final list of L-1, L-2, L-3, L-4 position will be determined.

&&&&

TO
CGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786602
Assam, India

Sub: OIL's Tender No. CDG9193P19

Undertaking of the offered Rig. No.....[Option] (Applicable for quoted old rig)

Sir,

We M/s _____ do hereby confirm and declare the following:

- 1.0 The Rig(s) offered by us under the subject tender is free of encumbrance and not under any litigation in India or abroad.
- 2.0 We also hereby confirm and declare that all documents pertaining to the Rig(s) in connection with the import of the Rig (if applicable) are in order and up-to-date on the date of submission of the tender. All documents as applicable under law will be submitted prior to mobilization.
- 3.0 We also hereby understand that the mobilization will not be considered as complete by OIL unless all the documents submitted are found to be in order and to the satisfaction of OIL.

We hereby declare that the above declaration is true to the best of our Knowledge.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note:

- 1.0 This letter of authority shall be printed on the letterhead 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.
- 2.0 Undertaking for quoted Rig [old rig] to be provided separately for each rig.

Format that the particular equipment/ tool is question is not covered by contractor's insurance:

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

UNDERTAKING

Ref Clause No. 27.1 and 27.2 of the SCC (Part 3, Section III) of the Contract

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

- (1) That, my/our above Company/Firm has participated in the Tender IFB No.
- (2) That, our firm has been awarded with the contract no.....for
- (3) That, as required under Clause-9.0 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub contractor during the currency of the contract including the third party items/consumables.
- (4) That, I/we also declare that the tools / equipment which are below Rotary Table or in the well bore as stated under the clause 9.2 sub-clause (d) of General Condition of Contracts provided under the above tender are not covered under any Insurance Policies.
- (5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case of the any of the above statement is found to be false/ incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place...

Date:.....

SIGNATURE OF THE DECLARANT

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

To
M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
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 **"Supporting Company/Ultimate Parent"**) having its registered/head office at _____ is the **"Supporting Company/Ultimate Parent"** of M/s.....(Name of the Contractor with address) (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 **"Supporting Company/Ultimate Parent"**, 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 **"Supporting Company/Ultimate Parent"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"Supporting Company/Ultimate Parent"**, 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 / **Supporting Company/Ultimate Parent** before presenting us with the demand.

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

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

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch 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 (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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.