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### **AMENDMENT NO. 07 DATED 12.07.2018**

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

- AA. Bid Closing Date and Time is Extended upto : 26.07.2018 (11:00 Hrs. IST)  
Bid Opening Date and Time is Extended upto :26.07.2018(14:00 Hrs. IST)  
Last date of Tender Fee Payment/Tender Purchase is Extended upto : 19.07.2018(15:30 Hrs. IST)
- BB. Certain changes are made in the Tender (Indicated in the Enclosure A).
- CC. BID EVALUATION CRITERIA (BEC) are Amended and the same are enclosed here with as REVISED BID EVALUATION CRITERIA (BEC) (Enclosure B).

**Enclosure A To Amendment No. 07**

<b>Sl.</b>	<b>Tender Clause No.</b>	<b>Tender Clause Description</b>	<b>Amended Clauses</b>
<b>1</b>	Page 2 of 225, Forwarding Letter, (xii) and (xiii)	Bid Security Amount  <b>Bid Security Validity</b>	a) For Package A: Rs. 67.00 Lakhs or USD 104,000.00 b) For Package B: Rs. 45.00 Lakhs or USD 69,000.00 c) For Package A and B (combined): Rs. 112.00 Lakhs or USD 173,000.00  <b>31.12.2018</b>
<b>2</b>	Page 13 of 225, Part-1, Instruction to Bidders, 15.1, (iii)	Power of Attorney for signing of the bid digitally.	Notarised Power of Attorney along with Board Resolution for signing of the bid digitally
<b>3</b>	Page 42 of 225, Part-3, Section-I, GCC, Heading	<u>GENERAL CONDITIONS OF CONTRACT</u> GENERAL CONDITIONS OF CONTRACT FOR PACKAGE-A	<b><u>GENERAL CONDITIONS OF CONTRACT (FOR PACKAGE-A &amp; PACKAGE-B)</u></b>
<b>4</b>	Page 43 of 225, Part-3, Section-I, GCC, 2.2A, ii)	<b>First Mobilization:</b> Contractor's Tools and Equipment including Personnel of the 4(four) sets [consisting of 2(two) sets for 12¼" hole section and 2(two) sets for 8½" hole section] shall have to be mobilized as per the scope of work by the Contractor within 60(sixty) days from the date of issuance of first mobilization notice. In case of callout service, the mobilization period will be 30(thirty) days for first mobilization.	<b>First Mobilization:</b> Contractor's Tools and Equipment including Personnel of the 4(four) sets [consisting of 2(two) sets for 12¼" hole section and 2(two) sets for 8½" hole section] shall have to be mobilized as per the scope of work by the Contractor within <b>90 (ninety) days</b> from the date of issuance of first mobilization notice. In case of callout service, the mobilization period will be <b>90 (ninety) days</b> for first mobilization.
<b>5</b>	Page 44 of 225, Part-3, Section-I, GCC, 2.2A, iv)	<b>Interim Re-Mobilization:</b> Contractor's Tools and Equipment including Personnel of any particular number of set/sets (as applicable) belonging to any one or more hole section as indicated by OIL shall have to be re-mobilized as per the scope of work on interim basis by the Contractor within 30(thirty) days from the date of issuance of interim re-mobilization notice. In case of callout service, the mobilization period will be 15(fifteen) days for all subsequent re-mobilization.	<b>Interim Re-Mobilization:</b> Contractor's Tools and Equipment including Personnel of any particular number of set/sets (as applicable) belonging to any one or more hole section as indicated by OIL shall have to be re-mobilized as per the scope of work on interim basis by the Contractor within <b>45 (forty five) days</b> from the date of issuance of interim re-mobilization notice. In case of callout service, the mobilization period will be <b>45 (forty five) days</b> for all subsequent re-mobilization.
<b>6</b>	Page 44 of 225, Part-3, Section-I, GCC, 2.2A, v)	<b>Final De-mobilization:</b> Tools and Equipment including Personnel of any particular number of set/sets (as applicable) belonging to any one or more hole section as indicated by OIL, shall have to be de-mobilized as per the scope of work by the Contractor within 21(twenty one) days from the date of issuance of individual final de-mobilization notice for each sets. No	<b>Final De-mobilization:</b> Tools and Equipment including Personnel of any particular number of set/sets (as applicable) belonging to any one or more hole section as indicated by OIL, shall have to be de-mobilized from <b>rig site or OIL's designated place</b> as per the scope of work by the Contractor within 21(twenty one) days from the date of issuance of individual final de-mobilization notice for each sets. No charges shall

		charges shall be payable from the date of issue of the final de-mobilization notice.	be payable from the date of issue of the final de-mobilization notice.
7	Page 46 of 225, Part-3, Section-I, GCC, 2.2B, ii)	<p><b>First mobilization:</b></p> <p><b>a) Regular sets:</b> Contractor's Tools and Equipment including Personnel of 1(one) regular set for 12¼" hole section and 1(one) regular set for 8½" hole section shall have to be mobilized as per the scope of work by the Contractor within 45(forty five) days from the date of issuance of first mobilization notice.</p> <p><b>b) Callout set:</b> Contractor's Tools and Equipment including Personnel of 1(one) callout set for 17½" hole section shall have to be mobilized as per the scope of work by the Contractor within 30(thirty) days from the date of issuance of first mobilization notice.</p>	<p><b>First mobilization:</b></p> <p><b>a) Regular sets:</b> Contractor's Tools and Equipment including Personnel of 1(one) regular set for 12¼" hole section and 1(one) regular set for 8½" hole section shall have to be mobilized as per the scope of work by the Contractor within <b><u>90 (ninety) days</u></b> from the date of issuance of first mobilization notice.</p> <p><b>b) Callout set:</b> Contractor's Tools and Equipment including Personnel of 1(one) callout set for 17½" hole section shall have to be mobilized as per the scope of work by the Contractor within <b><u>90 (ninety) days</u></b> from the date of issuance of first mobilization notice.</p>
8	Page 46 of 225, Part-3, Section-I, GCC, 2.2B, iv)	<p><b>Interim Re-Mobilization:</b></p> <p><b>a) Regular Sets:</b> Contractor's Tools and Equipment including Personnel of any particular number of set/s belonging to any one or more hole section as indicated by OIL shall have to be re-mobilized as per the scope of work on interim basis by the Contractor within 30(thirty) days from the date of issuance of interim re-mobilization notice.</p> <p><b>b) Callout Set:</b> In case of callout service, the mobilization period will be 30(thirty) days for all subsequent re-mobilization.</p>	<p><b>Interim Re-Mobilization:</b></p> <p><b>a) Regular Sets:</b> Contractor's Tools and Equipment including Personnel of any particular number of set/s belonging to any one or more hole section as indicated by OIL shall have to be re-mobilized as per the scope of work on interim basis by the Contractor within <b><u>45(forty five) days</u></b> from the date of issuance of interim re-mobilization notice.</p> <p><b>b) Callout Set:</b> In case of callout <u>set</u>, the mobilization period will be <b><u>45(forty five) days</u></b> for all subsequent re-mobilization.</p>
9	Page 46 of 225, Part-3, Section-I, GCC, 2.2B, v)	<p><b>Final De-mobilization:</b> Contractor's Tools and Equipment including Personnel of any particular number of set/s belonging to any one or more hole section as indicated by OIL shall have to be de-mobilized as per the scope of work by the Contractor within 21(twenty one) days from the date of issuance of final de-mobilization notice. No charges shall be payable from the date of issuance of the final de-mobilization notice for that/those particular set/s (as applicable).</p>	<p><b>Final De-mobilization:</b> Contractor's Tools and Equipment including Personnel of any particular number of set/s belonging to any one or more hole section as indicated by OIL shall have to be de-mobilized <b><u>from rig site or OIL's designated place</u></b> as per the scope of work by the Contractor within 21(twenty one) days from the date of issuance of final de-mobilization notice. No charges shall be payable from the date of issuance of the final de-mobilization notice for that/those particular set/s (as applicable).</p>
10	Page 47 of 225, Part-3, Section-I, GCC, 2.3B	<p><b>DATE OF COMMENCEMENT OF OPERATION (PACKAGE-B):</b> The date on which mobilization is completed in all respects for all of the 3(three) sets of tools and equipment including personnel consisting of 2(two) regular sets and 1(one) callout set as stated in Clause 2.2B of Section-I and certified by the Company's representative will be treated as date of Commencement of Operation for all of the 2(two) regular sets. In case of mobilization of all the sets individually in a phased manner, the date on which</p>	<p><b>DATE OF COMMENCEMENT OF OPERATION (PACKAGE-B):</b> The date on which mobilization is completed in all respects for all of the 3(three) sets of tools and equipment including personnel consisting of 2(two) regular sets and 1(one) callout set as stated in Clause 2.2B of Section-I and certified by the Company's representative will be treated as date of Commencement of Operation for all of the 2(two) regular sets <b><u>and 1(one) callout set</u></b>. In case of mobilization of all the sets individually in a phased manner, the date on which mobilization is completed in all respects for the first individual set</p>

		<p>mobilization is completed in all respects for the first individual set belonging to either regular set or callout set of any hole section as stated in Clause 2.2B of Section-I and certified by the Company's representative will be treated as date of Commencement of Operation for Package-B inclusive of the callout set.</p>	<p>belonging to either regular set or callout set of any hole section as stated in Clause 2.2B of Section-I and certified by the Company's representative will be treated as date of Commencement of Operation for Package-B inclusive of the callout set.</p>
11	Page 50 of 225, Part-3, Section-I, GCC, 6.3 (NEW)	<b>GENERAL WARRANTIES:</b>	No change.
12	Page 51 of 225, Part-3, Section-I, GCC, 7.6 (NEW)	<b>CONFIDENTIALITY:</b>	No change.
13	Page 57 of 225, Part-3, Section-I, GCC, 10.2	<p>Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:</p> <p><b>a) Workmen compensation insurance as required by the laws of the country of origin of the employee.</b></p> <p><b>b) Employer's Liability Insurance as required by law in the country of origin of employee.</b></p> <p>c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.</p> <p>d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.</p> <p>e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.</p> <p>f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.</p>	No change.

14	Page 58 & 59 of 225, Part-3, Section-I, GCC, 11.2	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 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.	No change.
15	Page 68 of 225, Part-3, Section-I, GCC, 23.0	<p><b>LIMITATION OF LIABILITY:</b> Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or Gross Negligence,</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.</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 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>	<p><b>LIMITATION OF LIABILITY:</b> Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or <b>criminal acts</b>,</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.</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 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>

16	Page 69 & 70 of 225, Part-3, Section-I, GCC, 27.0	<p><b>WITH-HOLDING:</b></p> <p>Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:</p> <ul style="list-style-type: none"> <li>-</li> <li>a) For non-completion of jobs assigned as per Section - II.</li> <li>b) Contractor's indebtedness arising out of execution of this Contract.</li> <li>c) Defective work not remedied by Contractor.</li> <li>d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.</li> <li>e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.</li> <li>f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.</li> <li>g) Damage to another Contractor of Company.</li> <li>h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.</li> <li>i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness. Withholding will also be effected on account of the following: <ul style="list-style-type: none"> <li>-</li> <li>i) Order issued by a Court of Law in India.</li> <li>ii) Income tax deductible at source according to law prevalent from time to time in the country.</li> <li>iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of</li> </ul> </li> </ul>	No change.
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		<p>Contractor's failure to adhere to such laws.</p> <p>iv) Any payment due from Contractor in respect of unauthorized imports. When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withhold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.</p>	
17	Page 74 & 75 of 225, Part-3, Section-I, GCC, 34.10	<p>Payment of Final demobilization charges shall be made if applicable within 45 (forty five) days on receipt of invoice by Company accompanied by the following documents from the Contractor:</p> <p>a) Audited account up to completion of the Contract.</p> <p>b) Tax audit report for the above period as required under the Indian Tax Laws.</p> <p>c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.</p> <p>d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.</p> <p>e) Any other documents as required by applicable Indian Laws.</p> <p>In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) &amp; (c) above will suffice.</p>	No Change
18	Page 78 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 2.2, iv)	<p>The Bidder shall submit Calibration certificates of MWD/LWD tools at the time of mobilization showing Inclination, Azimuth, Tool-face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement should not be more than 6(six) months old. In case, the calibration certificates are of 01(one) year validity, <b>the same will not be applicable</b>, provided the certificates are valid at the time of mobilization. Bidder to confirm the same at the time of bidding.</p>	<p>The Bidder shall submit Calibration certificates of MWD/LWD tools at the time of mobilization showing Inclination, Azimuth, Tool-face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement should not be more than 6(six) months old. In case, the calibration certificates are of 01(one) year validity, <b>the same will also be acceptable</b>, provided the certificates are valid at the time of mobilization. Bidder to confirm the same at the time of bidding.</p>

19	Page 79 & 80 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 3.1, ii)	The MWD/LWD system should have two-way communication system i.e. real time up link and down link facility for data transmission and for sending command to the down hole tools with positive mud pulse telemetry as the primary mode of downlinking. <b>RPM</b> mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors printers, plotters etc., and other equipment as necessary to execute the job.	The MWD/LWD system should have two-way communication system i.e. real time up link and down link facility for data transmission and for sending command to the down hole tools with positive mud pulse telemetry as the primary mode of downlinking. <b>RPM/GPM</b> mode for Downlinking would be allowed as a secondary means. The MWD/LWD system should be able to respond to downlink command given from surface in real time <b><u>(by flow rate change using mud pumps)</u></b> and perform the desired command down hole. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors printers, plotters etc., and other equipment as necessary to execute the job.
20	Page 81 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 3.1, vi)	Services of Directional Drillers to operate SDMMs and MWD/LWD Engineers to operate MWD/LWD tools for 12¼” hole section are to be provided for execution of directional drilling program as per Company’s plan. Minimum two directional drillers and minimum two MWD/LWD Engineers are required to be provided always to carry out operation on continuous basis.	Services of Directional Drillers to operate SDMMs and MWD/LWD Engineers to operate MWD/LWD tools for 12¼” hole section are to be provided for execution of directional drilling program as per Company’s plan. Minimum two directional drillers and minimum two MWD/LWD Engineers <b>per set</b> are required to be provided always to carry out operation on continuous basis.
21	Page 81 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 3.2, ii)	The MWD/LWD systems for 8½” hole section should have two way communication system i.e. real time up link and down link facility with mud pulse telemetry as the primary mode of downlinking. RPM mode for Downlinking would be allowed as a secondary means only. The MWD/LWD system should be able to respond to downlink command given from surface in real time and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should to be complete with necessary computers, monitors printers, plotters etc., and other equipment as necessary to execute the job.	The MWD/LWD systems for 8½” hole section should have two way communication system i.e. real time up link and down link facility with mud pulse telemetry as the primary mode of downlinking. <b>RPM/GPM</b> mode for Downlinking would be allowed as a secondary means. The MWD/LWD system should be able to respond to downlink command given from surface in real time <b><u>(by flow rate change using mud pumps)</u></b> and should perform the desired command down hole. It should transmit data from down hole in real time on continuous basis. The Surface MWD/LWD unit should to be complete with necessary computers, monitors printers, plotters etc., and other equipment as necessary to execute the job.
22	Page 82 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 3.2, vi)	Services of Directional Drillers to operate SDMM and MWD/LWD Engineers to operate MWD/LWD tools are to be provided for execution of drilling program as per Company’s plan. Minimum two directional drillers and minimum two MWD/LWD Engineers are required to be provided always to carry out operation on continuous basis.	Services of Directional Drillers to operate SDMM and MWD/LWD Engineers to operate MWD/LWD tools are to be provided for execution of drilling program as per Company’s plan. Minimum two directional drillers and minimum two MWD/LWD Engineers <b>per set</b> are required to be provided always to carry out operation on continuous basis.



23	Page 83 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 4.0	Bidder to note that Company (OIL) at its discretion shall have the right to de-hire the Resistivity tools along with its accessories at any point of time during the course of the contract, if the requirement for the same ceases to exist as decided by Company.	Bidder to note that Company (OIL) at its discretion shall have the right to de-hire the Resistivity tools along with its accessories <b><u>for 12.1/4" hole section</u></b> at any point of time during the course of the contract, if the requirement for the same ceases to exist as decided by Company.
24	Page 83 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 7.0, (ii)	To provide the 5" Drill Pipe Screen, Safety clamps for Contractor's BHA, backup tools/equipment with sufficient spares & consumables.	To provide the 5" Drill Pipe Screens, backup tools/equipment with sufficient spares & consumables.
25	Page 84 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 7.0, (viii)	Jars should be provided with Jar placement programme of the same company and one licensed version of such programme should be installed at the office of Deviation Section of Drilling department.	Deleted.
26	Page 85 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 8.0, (ii), b)	The MWD/LWD system should be based on positive pulse, mud telemetry for drilling (12¼" & 8½") hole as per requirement of OIL provided in the MWD/LWD specifications in Annexure-C (A), along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth), gamma, annulus pressure & temperature and resistivity while drilling (12¼" & 8½" hole). Contractor will have to maintain sufficient back up tools & spares to meet contingent situation like Lost-in-Hole/Tool-failure etc.	The MWD/LWD system should be based on positive pulse, mud telemetry for drilling (12¼" & 8½") hole as per requirement of OIL provided in the MWD/LWD specifications in Annexure-C (A), along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth), gamma, annulus pressure & temperature and resistivity while drilling (12¼" & 8½" hole). Contractor will have to maintain sufficient back up tools & spares to meet contingent situation like Lost-in-Hole/Tool-failure etc. <b><u>However, 30 days' time shall be allowed for mobilization of replacement tool in case of LIH.</u></b>
27	Page 86 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 8.0, (ii), (d)	Contractor shall provide MWD/LWD System based on mud pulse telemetry, Positive Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000hrs.	Contractor shall provide MWD/LWD System based on mud pulse telemetry, Positive Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000hrs. <b><u>Bidder to confirm that MTBF certificate will be submitted before mobilization).</u></b>
28	Page 86 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0,	Record resistivity, neutron porosity and display real time azimuthal density with imaging calliper.	Record resistivity.

	SOW, 8.0, (iii), (d)		
29	Page 87 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 8.0, (iv), (b)	<p>Stabilizers: Contractor to provide stabilizers of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body. The stabilizers may also be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement.</p> <p>Sizes of String Stabilizer:</p> <p>1. Stabilizers for 12¼” Hole section: 2(two) nos each of 12” and 11¾” string stabilizer with 6⅝” API Reg box-pin connection, 7¾”/8” OD fishing neck X 213/16”/3” ID for each set.</p> <p>2. Stabilizers for 8½” Hole section: 2(two) nos each of 8” and 7¾” string stabilizer with 4”IF/4½”IF box-pin connection, 6½”/6¾” OD fishing neck X 213/16”/3” ID for each set.</p>	<p>Stabilizers: Contractor to provide stabilizers of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body. The stabilizers may also be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement.</p> <p>Sizes of String Stabilizer:</p> <p>1. Stabilizers for 12¼” Hole section: 2(two) nos each of 12” and 11¾” string stabilizer with 6⅝” API Reg box-pin connection, 7¾”/8” OD fishing neck X 213/16”/3” ID for each set.</p> <p>2. Stabilizers for 8½” Hole section: 2(two) nos each of 8” and 7¾” string stabilizer with 4”IF/4½”IF box-pin connection, 6½”/6¾” OD fishing neck X 213/16”/3” ID for each set.</p>
30	Page 87 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 8.0, (vi)	8.0 (vi) Drilling Jars, Jar Intensifiers and Services:	8.0 (v) Drilling Jars, Jar Intensifiers and Services:
31	Page 88 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 8.0,(vi) (NEW Clause)		<p>8.0 (vi) Real Time Data Monitoring Services: Real time data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24 X 7 monitoring of Directional Drilling Operation to be provided. All logs of MWD/LWD tools and drilling mechanics i.e Gama, Resistivity, ROP, Temp, ECD, Survey, RPM, WOB, SPP, Flow, Hook load curve etc. should be available in the system.</p> <p><b>Note: Contractor has to sign a confidentiality and non-disclosure agreement as per the format enclosed.</b></p>

32	Page 88 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 9.0, Note:	Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis: i) Directional Driller: Minimum 2 (two) nos per set. Total: 8 (Eight) nos (minimum) for 4(four) sets. ii) MWD/LWD Engineer: Minimum 2 (two) nos per set. Total: 8 (Eight) nos (minimum) for 4(four) sets. iii) Base Co-ordinator: Minimum 1 (one) no. NOTE: The Directional Drillers and MWD Engineers should be a Graduate/Diploma in Engineering with minimum 5(five) years of relevant field experience.	Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis: i) Directional Driller: Minimum 2 (two) nos per set. Total: 8 (Eight) nos (minimum) for 4(four) sets. ii) MWD/LWD Engineer: Minimum 2 (two) nos per set. Total: 8 (Eight) nos (minimum) for 4(four) sets. iii) Base Co-ordinator: Minimum 1 (one) no. NOTE: The Directional Drillers and MWD Engineers should be a Graduate/Diploma in Engineering <u>or Post Graduate in Science discipline</u> with minimum <u>3(three) years</u> of relevant field experience.
33	Page 88 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 9.0, i)	<b>Directional Driller:</b> Bidder to confirm that minimum 02(two) numbers of qualified Directional Drillers having minimum <b>5(five) years</b> of relevant experience and having drilled at least 10 (ten) numbers of directional wells independently with <b>SDMM-MWD-LWD-JAR</b> in combination shall be deputed per set. The Directional Drillers will be working independently (12 hour shift) on a suitable ON/OFF day rotation basis at the rig site and should be able to execute the job of high angle-high displacement or side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.	<b>Directional Driller:</b> Bidder to confirm that minimum 02(two) numbers of qualified Directional Drillers having minimum <b>3(three) years</b> of relevant experience and having drilled at least 10 (ten) numbers of directional wells independently with <b>SDMM-MWD-JAR</b> in combination shall be deputed per set. The Directional Drillers will be working independently (12 hour shift) on a suitable ON/OFF day rotation basis at the rig site and should be able to execute the job of high angle-high displacement or side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.
34	Page 89 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, 9.0, ii)	<b>MWD/LWD Engineer:</b> Bidders to confirm that minimum 02 (two) nos. of qualified and experienced MWD/LWD Engineers having minimum <b>5 (five) years</b> of relevant field experience will be deputed per set for OIL's operation. The MWD/LWD Engineers will be required to work independently on a suitable ON/OFF day rotation and 12-hour shift basis at the rig site as per plan given by OIL. The engineers must be fluent in written and spoken English.	<b>MWD/LWD Engineer:</b> Bidders to confirm that minimum 02 (two) nos. of qualified and experienced MWD/LWD Engineers having minimum <b>3 (three) years</b> of relevant field experience will be deputed per set for OIL's operation. The MWD/LWD Engineers will be required to work independently on a suitable ON/OFF day rotation and 12-hour shift basis at the rig site as per plan given by OIL. The engineers must be fluent in written and spoken English.

35	Page 91 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 10.0	<p><b>APPROVED LIST OF MAKES FOR TOOLS/EQUIPMENT &amp; SERVICES:</b> The Contractor shall provide SDMM, Drilling Jars and Jar Intensifiers from any of the makes of shortlisted Manufacturers as given below. Equipment of makes other than the Manufacturers shortlisted below for SDMM, Drilling Jar and Jar Intensifier will not be acceptable.</p> <p><b>APPROVED LIST OF MAKES</b></p> <p><b><u>A. Mud Motor:</u></b> i) Schlumberger ii) Halliburton iii) Weatherford iv) Baker Hughes v) National Oil Well Varco vi) APS Technology Inc.</p> <p><b><u>B. Drilling Jar:</u></b> i) Houston Engineers ii) Weatherford iii) National Oil Well Varco iv) Bowen v) Schlumberger vi) Halliburton vii) ITS viii) APS Technology Inc.</p>	<p><b>APPROVED LIST OF MAKES FOR TOOLS/EQUIPMENT &amp; SERVICES:</b> The Contractor shall provide SDMM, Drilling Jars and Jar Intensifiers from any of the makes of shortlisted reputed Manufacturers as given below. Equipment of makes other than the Manufacturers shortlisted below for SDMM, Drilling Jar and Jar Intensifier will not be acceptable.</p> <p><b>APPROVED LIST OF MAKES</b></p> <p><b><u>A. Mud Motor:</u></b> i) Schlumberger ii) Halliburton iii) Weatherford iv) Baker Hughes v) National Oil Well Varco vi) Cougar Drilling Solutions vii) Magnum Drilling Services Inc. viii) Tomahawk Downhole, LLC</p> <p><b><u>B. Drilling Jar:</u></b> i) Houston Engineers ii) Weatherford iii) National Oil Well Varco iv) Bowen v) Schlumberger vi) Halliburton vii) ITS</p>
36	Page 91 & 92 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 11.0	<p><b>HIRING OF ADDITIONAL SETS OF EQUIPMENT &amp; SERVICES:</b> During the currency of the contract OIL may decide to hire additional set/sets of tools and equipment including personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates. Under such condition, successful Bidder will be bound to provide the desired services. Mobilization of additional set/sets of Equipment or Personnel will be as per "General Conditions of the Contract" in Section - I, Clause No. 2.2.</p>	<p><b>HIRING OF ADDITIONAL SETS OF EQUIPMENT &amp; SERVICES:</b> During the currency of the contract OIL may decide to hire additional set/sets of tools and equipment including personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates. Under such condition, successful Bidder will be bound to provide the desired services. Mobilization of additional set/sets of Equipment or Personnel will be as per "General Conditions of the Contract" in Section - I, Clause No. 2.2. <b><u>However, the time period for initial/first mobilization of additional set(s) of tools/equipment/personnel will be 45(forty five) days.</u></b></p>
37	Page 96 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 2.2, iv)	<p>The Bidder shall submit Calibration certificates of MWD tools before mobilization showing Inclination, Azimuth, Tool-face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement should not be more than 6(six) months old. In case, the calibration certificates are of 01(one) year validity, the same will not be applicable, provided the certificates are valid at the time of mobilization. Bidder to confirm the same.</p>	<p>The Bidder shall submit Calibration certificates of MWD tools before mobilization showing Inclination, Azimuth, Tool-face and Dip angle accuracies as applicable for scrutiny by OIL. Calibration certificates for accuracy of measurement should not be more than 6(six) months old. In case, the calibration certificates are of 01(one) year validity, the same will <b>also be acceptable</b>, provided the certificates are valid at the time of mobilization. Bidder to confirm the same.</p>

38	Page 95 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 1.0	<p><b>BROAD SCOPE OF WORK</b></p> <p>OIL intends to hire a total of 03 (three) sets of directional tools and equipment including the services of personnel with probe based <b>retrievable</b> type MWD system consisting of 1(one) one independent operational set for 12¼” hole section on regular basis, 1(one) independent operational set for 8½” hole section on regular basis and 1(one) independent operational set for 17½” hole section on callout basis under Package-B for drilling of Directional/Side-track/Re-entry or any other types of wells from kick-off to target along with standby back-up tools for its exploration and development activities in the states of Assam and Arunachal Pradesh for a period of 04 (four) years, extendable for last well operation against each set at the same rate, terms and conditions. The tools, equipment and services may also be used in vertical wells for performance drilling. Additionally, some of the tools, equipment and services meant for one size of hole section may be used in another size of hole section (if technically feasible) for effective utilization of resources at the discretion of OIL.</p>	<p><b>BROAD SCOPE OF WORK</b></p> <p>OIL intends to hire a total of 03 (three) sets of directional tools and equipment including the services of personnel with probe based <b><u>retrievable/non-retrievable</u></b> type MWD system consisting of 1(one) one independent operational set for 12¼” hole section on regular basis, 1(one) independent operational set for 8½” hole section on regular basis and 1(one) independent operational set for 17½” hole section on callout basis under Package-B for drilling of Directional/Side-track/Re-entry or any other types of wells from kick-off to target along with standby back-up tools for its exploration and development activities in the states of Assam and Arunachal Pradesh for a period of 04 (four) years, extendable for last well operation against each set at the same rate, terms and conditions. The tools, equipment and services may also be used in vertical wells for performance drilling. Additionally, some of the tools, equipment and services meant for one size of hole section may be used in another size of hole section (if technically feasible) for effective utilization of resources at the discretion of OIL.</p>
39	Page 102 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, 6.0, (viii)	Jars should be provided with Jar placement programme of the same company and one licensed version of such programme should be installed at the office of Deviation Section of Drilling department.	Deleted.
40	Page 102 & 103 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 7.0, (i)	<p><b>Well Planning Services:</b></p> <p>Company will design the well trajectory and share the same along with other relevant data with the Contractor. Contractor shall accept the plan and carry out directional drilling accordingly. However, Contractor may review the Company’s plan at their end and suggest anticipated Torque &amp; Drag issues, Hydraulics requirement and Anti-collision issues. If required, Company may review the well plan in consultation with the Contractor to sort out any kind of well trajectory related issues. In that case, the re-viewed plan must be accepted by the Contractor. Thereafter, it shall be the responsibility of the Contractor to <b>drill the curve section</b> of hole from kick off point till target depth of the particular section is</p>	<p><b>Well Planning Services:</b></p> <p>Company will design the well trajectory and share the same along with other relevant data with the Contractor. Contractor shall accept the plan and carry out directional drilling accordingly. However, Contractor may review the Company’s plan at their end and suggest anticipated Torque &amp; Drag issues, Hydraulics requirement and Anti-collision issues. If required, Company may review the well plan in consultation with the Contractor to sort out any kind of well trajectory related issues. In that case, the re-viewed plan must be accepted by the Contractor. Thereafter, it shall be the responsibility of the Contractor to <b><u>maintain the well profile</u></b> of the hole from kick off point till target depth of the particular section is reached. Contractor shall design at their end the Well Trajectory, Torque &amp; Drag, Hydraulics, Anti-collision, proposed BHA etc., with their latest</p>

		<p>reached.</p> <p>Contractor shall design at their end the Well Trajectory, Torque &amp; Drag, Hydraulics, Anti-collision, proposed BHA etc., with their latest directional software and share the same for the particular hole section of a directional well during actual drilling.</p> <p>Bidder shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).</p>	<p>directional software and share the same for the particular hole section of a directional well during actual drilling.</p> <p>Bidder shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).</p>
41	Page 103 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 7.0, (ii), b)	<p>The MWD system should be based on positive pulse, mud telemetry for drilling (17½", 12¼" &amp; 8½") hole as per requirement of OIL provided in the MWD specifications in Annexure-C (B), along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth) and gamma while drilling (17½", 12¼" &amp; 8½" hole). Contractor will have to maintain sufficient back up tools &amp; spares to meet contingent situation like Lost-in-Hole/Tool-failure etc.</p>	<p>The MWD system should be based on positive pulse, mud telemetry for drilling (17½", 12¼" &amp; 8½") hole as per requirement of OIL provided in the MWD specifications in Annexure-C (B), along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth) and gamma while drilling (17½", 12¼" &amp; 8½" hole). Contractor will have to maintain sufficient back up tools &amp; spares to meet contingent situation like Lost-in-Hole/Tool-failure etc.</p> <p><b><u>However, 30 days' time shall be allowed for mobilization of replacement tools/equipment in case of LIH.</u></b></p>
42	Page 103 of 225, Part-3, Section-II, TOR/TS (PACKAGE-A), B.0, SOW, 7.0, (ii), (d)	<p>Contractor shall provide MWD System based on mud pulse telemetry, Positive Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000hrs. Bidder to confirm that MTBF certificate from TPI will be submitted before mobilization).</p>	<p>Contractor shall provide MWD System based on mud pulse telemetry, Positive Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000hrs. Bidder to confirm that MTBF certificate will be submitted before mobilization).</p>
43	Page 104 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 7.0, (ii), NOTE: 3)	<p>In case of non-retrievable type of Probe based MWD tool, for whichever section it is used, LIH value will not be payable (i.e. for MWD, NMDC, UBHO, Float Sub, etc.).</p>	<p>In case of non-retrievable type of Probe based MWD tool, for whichever section it is used, LIH value will not be payable <b><u>for the MWD probe tool.</u></b></p> <p>- This clause has to read as an exception to clause no. 13.0 of Part-3, Section-III, Special Conditions of Contract for loss or damage to sub-surface equipment in case of non-retrievable type probe based MWD tool.</p>

44	Page 104 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 7.0, (ii), NOTE: 4)	In case of retrievable type of Probe based MWD tool, for whichever section it is used, LIH value will not be payable for the retrievable MWD tool in the event of failure to recover it with wireline in a LIH situation.	In case of retrievable type of Probe based MWD tool, for whichever section it is used, LIH value will not be payable for the retrievable MWD <b>probe</b> tool in the event of failure to recover it with wireline <b>or any other means</b> in a LIH situation. - This clause has to read as an exception to clause no. 13.0 of Part-3, Section-III, Special Conditions of Contract for loss or damage to sub-surface equipment in case of retrievable type of probe based MWD tool.
45	Page 104 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 7.0, (iii), b)	System should be able to record stand pipe pressure, weight on bit, rotary RPM and Rate of penetration with depth counter facility.	System should be able to record stand pipe pressure, weight on bit, <b>Rate of penetration and preferably rotary RPM also</b> with depth counter facility.
46	Page 105 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 7.0, (iv), Note: 4)	SDMM should be from any of the reputed manufacturers as given in the list under clause 10.0 only.	SDMM should be from any of the reputed manufacturers as given in the list under clause <b>9.0</b> only.
47	Page 105 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 7.0, (iv), b)	<b>Stabilizers:</b> Contractor to provide stabilizers of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body. The stabilizers may also be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement. Sizes of String Stabilizer: 1. Stabilizers for 12¼” Hole section: 2(two) nos each of 12” and 11¾” string stabilizer with 6⅝” API Reg box-pin connection, 7¾”/8” OD fishing neck X 2.13/16”/3” ID. 2. Stabilizers for 8½” Hole section: 2(two) nos each of 8” and 7¾” string stabilizer with 4”IF/4½”IF box-pin connection, 6½”/6¾” OD fishing neck X 2.13/16”/3” ID. 3. Stabilizers for 17½” Hole section: 2(two) nos each of 17¼” and 17” string stabilizer with 7⅝”/6⅝” API Reg box-pin connection, 8” - 9⅝” OD fishing neck X 2.13/16”/3” ID	<b>Stabilizers:</b> Contractor to provide stabilizers of integral blade design with 3(three) or 4(four) slight spiral blades of sufficient blade length and double tapered at both leading and trailing ends. Stabilizers should have sufficient opening/annular clearance with taper blade on stabilizer body. The stabilizers may also be used independently for making rotary assemblies for drilling/cleanout trips in case of requirement. Sizes of String Stabilizer: 1. Stabilizers for 12¼” Hole section: 2(two) nos each of 12” and 11¾” string stabilizer with 6⅝” API Reg box-pin connection, 7¾”/8” OD fishing neck X 2.13/16”/3” ID. 2. Stabilizers for 8½” Hole section: 2(two) nos each of 8” and 7¾” string stabilizer with 4”IF/4½”IF box-pin connection, 6½”/6¾” OD fishing neck X 2.13/16”/3” ID. 3. Stabilizers for 17½” Hole section: 2(two) nos each of 17¼” and 17” string stabilizer with 7⅝”/6⅝” API Reg box-pin connection, 8” - 9⅝” OD fishing neck X 2.13/16”/3” ID

48	Page 105 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 7.0, (vi)	<p><b>vi) Drilling Jars and Services:</b> The Contractor shall confirm to provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in Annexure-E (B), for (17½”, 12¼” and 8½” hole sizes). The <b>Jars and Intensifiers</b> should be from any of the reputed manufacturers as given in the list under clause 10.0 only.</p>	<p><b>v) Drilling Jars and Services:</b> The Contractor shall confirm to provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in Annexure-E (B), for (17½”, 12¼” and 8½” hole sizes). The <b>Jars</b> should be from any of the reputed manufacturers as given in the list under clause <b>9.0</b> only.</p>
49	Page 106 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 8.0	<p><b>PERSONNEL:</b> Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis: i) Directional Driller: Minimum 2 (two) nos per set. Total: 6 (Six) nos (minimum) for 3(three) sets including the callout set. ii) MWD/LWD Engineer: Minimum 2 (two) nos per set. Total: 6 (Six) nos (minimum) for 3(three) sets including the callout set. iii) Base Co-ordinator: Minimum 1 (one) no. NOTE: The Directional Drillers and MWD Engineers should be a Graduate/Diploma in Engineering with 3 (three) years of relevant field experience.</p>	<p><b>PERSONNEL:</b> Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis: i) Directional Driller: Minimum 2 (two) nos per set. Total: 6 (Six) nos (minimum) for 3(three) sets including the callout set. ii) MWD/LWD Engineer: Minimum 2 (two) nos per set. Total: 6 (Six) nos (minimum) for 3(three) sets including the callout set. iii) Base Co-ordinator: Minimum 1 (one) no. NOTE: The Directional Drillers and MWD Engineers should be a Graduate/Diploma in Engineering <b>or Post Graduate in Science Discipline</b> with 3 (three) years of relevant field experience.</p>
50	Page 109 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.0, SOW, 9.0	<p><b>APPROVED LIST OF MAKES FOR TOOLS/EQUIPMENT &amp; SERVICES:</b> The Contractor should provide Tools/Equipment &amp; Services (mentioned above) from any of the approved companies as per the list as given below. Tools/Equipment of make other than the companies mentioned below will not be acceptable.</p> <p><b>APPROVED LIST OF MAKES</b> <b><u>A. Mud Motor:</u></b> i) Schlumberger ii) Halliburton iii) Weatherford iv) Baker Hughes v) National Oil Well Varco vi) APS Technology Inc.</p> <p><b><u>B. Drilling Jar:</u></b> i) Houston Engineers ii) Weatherford iii) National Oil Well Varco iv) Bowen v) Schlumberger vi) Halliburton vii) ITS viii) APS Technology Inc.</p>	<p><b>APPROVED LIST OF MAKES FOR TOOLS/EQUIPMENT &amp; SERVICES:</b> The Contractor shall provide SDMM, Drilling Jars and Jar Intensifiers from any of the makes of shortlisted reputed Manufacturers as given below. Equipment of makes other than the Manufacturers shortlisted below for SDMM, Drilling Jar and Jar Intensifier will not be acceptable.</p> <p><b>APPROVED LIST OF MAKES</b> <b><u>A. Mud Motor:</u></b> i) Schlumberger ii) Halliburton iii) Weatherford iv) Baker Hughes v) National Oil Well Varco vi) Cougar Drilling Solutions vii) Magnum Drilling Services Inc. viii) Tomahawk Downhole, LLC</p> <p><b><u>B. Drilling Jar:</u></b> i) Houston Engineers ii) Weatherford iii) National Oil Well Varco iv) Bowen v) Schlumberger vi) Halliburton vii) ITS</p>



51	Page 109 of 225, Part-3, Section-II, TOR/TS (PACKAGE-B), B.O, SOW, 10.0	<p><b>HIRING OF ADDITIONAL SETS OF TOOLS, EQUIPMENT &amp; SERVICES:</b> During the currency of the contract OIL may decide to hire additional set/s of tools, equipment and personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates. Under such condition, successful Bidder will be bound to provide the desired services.</p> <p>10.1A For Package-A: Mobilization of additional set/s of Tools/Equipment/Personnel will be as per "General Conditions of the Contract" in Section - I, Clause No. 2.2A.</p> <p>10.1B For Package-B: Mobilization of additional set/s of Tools/Equipment/Personnel will be as per "General Conditions of the Contract" in Section - I, Clause No. 2.2B.</p>	<p><b>HIRING OF ADDITIONAL SETS OF TOOLS, EQUIPMENT &amp; SERVICES:</b> During the currency of the contract OIL may decide to hire additional set/s of tools, equipment and personnel as per requirement under the same terms and conditions stipulated in this tender/contract with mutually agreed rates. Under such condition, successful Bidder will be bound to provide the desired services. Mobilization of additional set/s of Tools/Equipment/Personnel will be as per "General Conditions of the Contract" in Section - I, Clause No. 2.2B.</p> <p><b><u>However, the time period for first mobilization of additional set(s) of tools/equipment/personnel will be 45(forty five) days.</u></b></p>
52	Page 113 of 225, Part-3, Section-III, SCC, HEADING	PART-3 SECTION - III SPECIAL CONDITIONS OF CONTRACT	PART-3 SECTION - III SPECIAL CONDITIONS OF CONTRACT <b><u>(FOR PACKAGE-A &amp; PACKAGE-B)</u></b>
53	Page 116 of 225, Part-3, Section-III, SCC, 4.2A	Contractor shall re-mobilize their tools, equipment and personnel for a particular set within 30 days from the date of interim remobilization notice for Package-A. In case of callout service, the re-mobilization period will be 15(fifteen) days for Package-A.	Contractor shall re-mobilize their tools, equipment and personnel for a particular set <b><u>(including callout service)</u></b> within <b><u>45 (forty five)</u></b> days from the date of interim remobilization notice for Package-A.
54	Page 116 of 225, Part-3, Section-III, SCC, 4.2B	Contractor shall re-mobilize their tools, equipment and personnel for a particular set within 30 days from the date of interim remobilization notice for both regular and callout services under Package-B.	Contractor shall re-mobilize their tools, equipment and personnel for a particular set within <b><u>45 (forty five)</u></b> days from the date of interim remobilization notice for both regular and callout services under Package-B.
55	Page 119 of 225, Part-3, Section-III, SCC, 11.0, 11.1	<p><b>CUSTOMS DUTY:</b> Company shall use the Drilling units/tools &amp; equipment with the Services under the Contract in the PEL/ML blocks or NELP/other eligible blocks and therefore, as specified in Sl. No 357(A) table List-34 (condition No. 40 A) of Notification No. 12/2016 Customs dated 01.03.2016 for items imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum &amp; Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to</p>	<p>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% (Basic Customs Duty Nil &amp; 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.</p> <p>Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST &amp; SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p>

		import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-34 of the aforesaid Notification.	
56	Page 121 & 122 of 225, Part-3, Section-III, SCC, 13.0	<p><b>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:</b> Notwithstanding any provision under this Contract to the contrary, Company shall assume liability except in the event of Gross Negligence and wilful misconduct on the part of the Contractor for loss or damage to the Contractor's tool(s)/equipment in hole below rotary table. Company shall at its option either reimburse the Contractor for the value of lost tool(s)/equipment as declared in the import invoices at the time of mobilization or subsequent replacement/addition of the same tool(s)/ equipment or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the Effective date 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 tool(s)/ equipment and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after Contractor produces documentary evidence that the particular tool(s)/ equipment in question is not covered by Contractor's insurance. For such claims Contractor shall notify Company within one month of the incident and claim thereof must be made within six months of the incident or before expiry of the Contract, whichever is earlier. The inspection of recovered tool(s)/equipment from downhole needs to be made by Company Representative before submission of the invoice by Contractor. 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. Note: No Mobilization cost would be payable towards replacement of LIH tools.</p>	<p><b>LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:</b> 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 tool(s)/equipment in hole below rotary table. Company shall at its option either reimburse the Contractor for the value of lost tool(s)/equipment as declared in the import invoices at the time of mobilization or subsequent replacement/addition of the same tool(s)/ equipment or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the Effective date 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 tool(s)/ equipment and any transportation expenses incurred in connection herewith. 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 Contractor's insurance. For claims of lost tools Contractor must lodge provisional claim to the Company within one month of the declaration of loss tool by Company and final claim thereof must be made within six months of the incident or before expiry of the Contract, whichever is earlier. In case of damaged tool, the inspection of recovered tool(s)/equipment from downhole needs to be made by Company Representative before submission of the invoice by Contractor. The Contractor must intimate Company within 48 hours of recovering the damaged tool(s)/equipment and Company shall certify the damaged tools immediately upon receiving the intimation from the Contractor, so that replacement and claiming of damage tool can be done within the stipulated time. For claims of damaged tools, Contractor shall lodge provisional claim to the Company within one month of the certification by Company and final claim thereof must be made within six months of the incident or before expiry of the Contract, whichever is earlier. Note: No Mobilization cost would be payable towards replacement of LIH tools.</p>

57	Page 122 of 225, Part-3, Section-III, SCC, 14.0	<p><b>DOCUMENTATION OF LOSS:</b> Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause-13.0 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> <p>a) List of the Equipment lost or damaged. b) Extent of the damage. c) Particulars of import, Customs assessed Bill of entry &amp; 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 that the particular tool(s)/equipment in question is/are not covered by Contractor's insurance.</p>	<p><b>DOCUMENTATION OF LOSS:</b> Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause-13.0 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> <p>a) List of the Equipment lost or damaged. b) Extent of the damage. c) Particulars of import, Customs assessed Bill of entry &amp; 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 <b>or self declaration as per Format provided</b> that the particular tool(s)/equipment in question is/are not covered by Contractor's insurance .</p>
58	Page 122 & 123 of 225, Part-3, Section-III, SCC, 15.0	<p><b>DATA INTERPRETATION:</b> Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of Gross Negligence and Wilful Misconduct on Contractor's or his Sub-Contractor(s)'s part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of Gross Negligence and Wilful Misconduct.</p>	<p><b>DATA INTERPRETATION:</b> Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of Wilful Misconduct on Contractor's or his Sub-Contractor(s)'s part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of Gross Negligence and Wilful Misconduct.</p>

59	Page 123 of 225, Part-3, Section-III, SCC, 17.0	<p><b>CONFIDENTIALITY:</b></p> <p>a) During this Contract, Company and its employees, agents, other Contractors, sub-Contractors (of any tier) and their employees etc., may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other Contractors, Sub-Contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.</p> <p>b) However, the above obligation shall not extend to information which:</p> <p>i) Is, at the time of disclosure, known to the public;</p> <p>ii) Lawfully becomes at a later date known to the public through no fault of Contractor;</p> <p>iii) Is lawfully possessed by Contractor before receipt thereof from Company;</p> <p>iv) Is disclosed to Contractor in good faith by a third party who has an independent right to such information;</p> <p>v) Is required to be produced by the Contractor before competent authorities or by court order.</p>	<p><b>CONFIDENTIALITY:</b></p> <p>a) During this Contract, Contractors and its employees, agents, other Contractors, sub-Contractors (of any tier) and their employees etc., may be exposed to certain confidential information and data of the Company. Such information and data shall held by the Contractor, its employees, agents, other Contractors, Sub-Contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.</p> <p>b) However, the above obligation shall not extend to information which:</p> <p>i) Is, at the time of disclosure, known to the public;</p> <p>ii) Lawfully becomes at a later date known to the public through no fault of Contractor;</p> <p>iii) Is lawfully possessed by Contractor before receipt thereof from Company;</p> <p>iv) Is disclosed to Contractor in good faith by a third party who has an independent right to such information;</p> <p>v) Is required to be produced by the Contractor before competent authorities or by court order.</p> <p>Note: This clause shall survive beyond five years after expiry/termination of the contract.</p>
60	Page 124 of 225, Part-3, Section-III, SCC, 19.0	<p><b>RADIO ACTIVE SOURCES:</b></p> <p>In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding wilful and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive material. In case of radio-active source lost in hole during operation, action will be initiated as per AERB guidelines.</p>	<p><b>RADIO ACTIVE SOURCES:</b></p> <p><b>In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding wilful misconduct, criminal act and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive material. In case of radio-active source lost in hole during operation, action will be initiated as per AERB guidelines.</b></p>

61	Page 125 & 126 of 225, Part-3, Section-III, SCC, 21.0	<p><b>LIABILITY FOR THE WELL OR RESERVOIR:</b></p> <p>Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of:</p> <p>i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or</p> <p>ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or</p> <p>iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or</p> <p>iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;</p> <p>v) Third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its Sub-Contractors, its agents and its parents, subsidiaries and affiliates, its other Contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.</p> <p>- Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of wilful misconduct or gross negligence of the Contractor or its personnel or any third party.</p>	No change.
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62	Page 128 of 225, Part-3, Section-III, SCC, 23.0	<p><b>LIMITATION OF LIABILITY:</b> Notwithstanding any other provisions herein to the contrary, except only in cases of wilful 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.</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 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>	No change.
63	Page 131 of 225, Part-3, Section-IV, SOR, 2.5	<p>For the purpose of Liquidated damage (LD), the Mobilization would be deemed complete for a particular set of Tools &amp; Equipment including personnel belonging to any hole section on the date as per 2.4 above, only if the complete set of Tools &amp; equipment passes the first Surface Test on the Rig. Otherwise, Mobilization would be deemed complete only when complete set of Tools &amp; Equipment passes the first Surface test on the Rig on subsequent date. For the purpose of Payment, Mobilization for a particular set of Tools &amp; Equipment including personnel belonging to any hole section would be deemed complete after issuance of acceptance/clearance certificate from the Company, if it passes the first Surface test and work commences smoothly. If it fails of the first Surface test, Mobilization will be considered complete on acceptance of complete set of Tools &amp; Equipment on subsequent test.</p>	<p>For the purpose of Liquidated damage (LD), the Mobilization would be deemed complete for a particular set of Tools &amp; Equipment including personnel belonging to any hole section on the date as per 2.4 above, only if the <b><u>Main or Back-up</u></b> tools &amp; equipment passes the first Surface Test on the Rig. Otherwise, Mobilization would be deemed complete only when <b><u>Main or Back-up</u></b> Tools &amp; Equipment passes the first Surface test on the Rig on subsequent date. For the purpose of Payment, Mobilization for a particular set of Tools &amp; Equipment including personnel belonging to any hole section would be deemed complete after issuance of acceptance/clearance certificate from the Company, if it passes the first Surface test and work commences smoothly. If it fails of the first Surface test, Mobilization will be considered complete on acceptance of <b><u>Main or Back-up</u></b> Tools &amp; Equipment on subsequent test.</p>

64	Page 133 of 225, Part-3, Section-IV, SOR, 3.6	In case of need for lean period/temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize Contractor's Tools and Equipment (any number of set/sets) and Re-Mobilize the consignment when well operations recommence. A 30(thirty) days period for Re-Mobilization shall be provided from date of Re-Mobilization Notice for each individual set.	In case of need for lean period/temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize Contractor's Tools and Equipment (any number of set/sets) and Re-Mobilize the consignment when well operations recommence. A <b>45(forty five)</b> days period for Re- Mobilization shall be provided from date of Re-Mobilization Notice for each individual set ( <b><u>both regular and callout</u></b> ).
65	Page 135 of 225, Part-3, Section-IV, SOR, 4.3	Operating Charges shall also be paid during stuck up/ fishing operation for the first 24 (twenty four) hours (per occurrence) beyond which only Standby Charges shall be payable. Standby Charges shall cease to be paid from the time OIL decides to call off fishing operations to recover Contractor's tool/ equipment from hole and notifies Contractor accordingly.	Operating Charges shall also be paid during stuck up/ fishing operation for the first <b>36 (thirty six)</b> hours (per occurrence) beyond which only Standby Charges shall be payable. Standby Charges shall cease to be paid from the time OIL decides to call off fishing operations to recover Contractor's tool/ equipment from hole and notifies Contractor accordingly.
66	Page 135 of 225, Part-3, Section-IV, SOR, 4.4	Operating Charges shall be payable with Tool/equipment in hole for the first 24 (twenty four) hours, per occurrence, in case drilling is stopped due to well activity and mud loss conditions. Standby Charges only shall be payable beyond 24(twenty four) hours till normal operation is resumed.	Operating Charges shall be payable with Tool/equipment in hole for the first <b>36 (thirty six)</b> hours, per occurrence, in case drilling is stopped due to well activity and mud loss conditions. Standby Charges only shall be payable beyond 24(twenty four) hours till normal operation is resumed.
67	Page 135 of 225, Part-3, Section-IV, SOR, 4.5	In the event the Contractor's operating crew is not available for operation at any point of time during the period of contract no payment shall be made for such period.	In the event the Contractor's operating crew is not available for operation at rig site any point of time during the period of contract (when tools are below rotary table), no payment shall be made for such period.
68	Page 135 of 225, Part-3, Section-IV, SOR, 4.6	Operating Charges shall not be payable for any tool/equipment of BHA if it fails to function below Rotary Table after "Surface Testing".	Operating Charges shall not be payable for any tool/equipment of BHA if it fails to function below Rotary Table after "Surface Testing", from the time the failure was detected.
69	Page 137 of 225, Part-3, Section-IV, SOR, 5.11	If a particular tool/equipment is found to be non-functional during operation in first well after initial mobilization thereby causing total shut down of operation, in that case neither operating rate nor standby charges shall be applicable from the date of receipt of entire consignment of different tool/equipment at OIL designated site. Also, the Contractor shall commit themselves to replace the defective tool/equipment with the same specification (as per contract) within a very short period.	If a particular tool/equipment <b><u>including back-up tool/equipment</u></b> is found to be non-functional during operation in first well after initial mobilization thereby causing total shut down of operation, in that case neither operating rate nor standby charges shall be applicable from the date of receipt of entire consignment of different tool/equipment at OIL designated site. Also, the Contractor shall commit themselves to replace the defective tool/equipment with the same specification (as per contract) within a very short period.

70	Page 139 of 225, Part-3, Section-IV, SOR, 8.6	Directional BHA making including surface testing time should be limited to 6(six) hrs max. Beyond 6(six) hrs, zero rate will be applicable. However, in case of the delay beyond 6(six) hrs on account of rig, will not be on the Contractor.	<b>Data downloading, tool programming and motor bend setting</b> including surface testing time should be limited to <b>4(four) hours maximum</b> . Beyond <b>4(four) hours</b> , zero rate will be applicable. However, in case of the delay beyond <b>4(four) hours</b> on account of rig, will not be on the Contractor.
71	Page 143 of 225, Proforma-B1 for Package-A, 8.1/2" Set, Sl. No. 5.3	LWD with Resistivity (Callout)- (For 8.1/2" hole section)	LWD with Resistivity- (for 8.1/2" hole section)
72	Page 144 of 225, Proforma-B1 for Package-A, 8.1/2" Set, Sl. No. 6.3	LWD with Resistivity (Callout)-For 8.1/2" hole section	LWD with Resistivity- (for 8.1/2" hole section)
73	Page 144 of 225, Proforma-B1 for Package-A, Note: 3)	Total Contract cost (X) for Package-A for 4 (four) years includes all taxes & duties except goods and service tax (GST) and basic customs duty which shall be extra to OIL.	Total Contract cost (X) for Package-A for 4 (four) years includes all taxes & duties <b>including</b> goods and service tax (GST) <b>but except</b> basic customs duty which shall be extra to OIL.
74	Page 144 of 225, Proforma-B1 for Package-A, Note: 9)	The unit Standby rate for each of the tool/equipment including personnel of each hole section must not be less than 25% of total quoted unit Operating rate for the respective tool/equipment including personnel of each hole section in the Price Bid Schedule.	Deleted.
75	Page 149 of 225, Proforma-B2 for Package-B, Note: 3)	Total Contract cost (Y) for Package-B for 4 (four) years includes all taxes & duties except goods and service tax (GST) and basic customs duty which shall be extra to OIL.	Total Contract cost (X) for Package-A for 4 (four) years includes all taxes & duties <b>including</b> goods and service tax (GST) <b>but except</b> basic customs duty which shall be extra to OIL.
76	Page 149 of 225, Proforma-B2 for Package-B, Note: 9)	The unit Standby rate for each of the tool/equipment including personnel of each hole section must not be less than 25% of total quoted unit Operating rate for the respective tool/equipment including personnel of each hole section in the Price Bid Schedule.	Deleted.
77	Page 169 of 225, Annexure-VI(c), Sl. No. 3	The Guarantor have an annual financial turnover of minimum Rs. 10.96 Crore (or equivalent 1.70 million USD) for Package A and Rs. 5.42 Crore (or equivalent 0.84 million USD) for Package B during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.	The Guarantor have an annual financial turnover of minimum Rs. 10.96 Crore (or equivalent 1.70 million USD) for Package A ; Rs. 5.42 Crore (or equivalent 0.84 million USD) for Package B and <b>Rs. 16.38 Crores (or equivalent 2.54 million USD) for Package A &amp; Package B combinely</b> during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.



78	Page 189 of 225, Annexure-C(A), Sl. No. 3(a)	3. Collar Sizes: a) 12.1/4" Section: 7.3/4" or 8" or 8.1/4"	3. Collar Sizes: a) 12¼" Section: 7.3/4" or 8" or 8.1/4" or 9½" <b>Note for 3 (a) : 9½" sized Collar for MWD against 12¼" hole section is also acceptable with the following conditions:</b> <b>i) The Mud motor should also be of 9½"/9⅝" size when a 9½" collar for MWD is used for 12¼" hole section.</b> <b>ii) The bit box connection of the 9½"/9⅝" mud motor should be 6.5/8" regular for connecting 12¼" bit.</b> <b>iii) Overshots to catch 9½" collar and 9½"/9⅝" mud motor in 12¼" hole to be provided by the Contractor.</b>
79	Page 189 of 225, Annexure-C(A), Sl. No. 10	Directional Measurement Point From Bit with Gamma <=5M.	Deleted.
80	Page 189 of 225, Annexure-C(A), Sl. No. 11	11) Measurement Accuracy: Azimuth ± 0.5°	11) Measurement Accuracy: Azimuth ± <u>1.5°</u>
81	Page 189 of 225, Annexure-C(A), Sl. No. 17	Gamma measurement point from bottom of tool: Approx. 2M	Deleted.
82	Page 191 of 225, Annexure-C(B), Sl. No. 3(b)	3. Collar Sizes: b) 12¼" Section: 7¾" or 8" or 8¼"	3. Collar Sizes: b) 12¼" Section: 7¾" or 8" or 8¼" or 9½" <b>Note for 3(b) : 9½" sized Collar for MWD against 12¼" hole section is also acceptable with the following conditions:</b> <b>i) The Mud motor should also be of 9½"/9⅝" size when a 9½" collar for MWD is used for 12¼" hole section.</b> <b>ii) The bit box connection of the 9½"/9⅝" mud motor should be 6.5/8" regular for connecting 12¼" bit.</b> <b>iii) Overshots to catch 9½" collar and 9½"/9⅝" mud motor in 12¼" hole to be provided by the Contractor.</b>
83	Page 191 of 225, Annexure-C(B), Sl. No. 10	Directional Measurement Point From Bit with Gamma <=5M.	Deleted.
84	Page 191 of 225, Annexure-C(B), Sl. No. 11	11. Measurement Accuracy: Azimuth ± 0.5°	11. Measurement Accuracy: Azimuth ± 1.5°
85	Page 191 of 225, Annexure-	Gamma measurement point from bottom of tool: Approx. 2M	Deleted.

	C(B), Sl. No. 17		
86	Page 194 of 225, Annexure-D(A), 1.0 (Heading)	SPECIFICATION OF 7 <sup>3</sup> / <sub>4</sub> "/8"/8.1 <sup>1</sup> / <sub>4</sub> " STEERABLE DOWNHOLE MUD MOTOR FOR PACKAGE-A	SPECIFICATION OF 7 <sup>3</sup> / <sub>4</sub> "/8"/8.1 <sup>1</sup> / <sub>4</sub> "/9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " STEERABLE DOWNHOLE MUD MOTOR FOR PACKAGE-A Mud motor Sizes for 12 <sup>1</sup> / <sub>4</sub> " Section: 7 <sup>3</sup> / <sub>4</sub> " or 8" or 8 <sup>1</sup> / <sub>4</sub> " or 9 <sup>1</sup> / <sub>2</sub> " or 9 <sup>5</sup> / <sub>8</sub> ". Notes on mud motor sizes : 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " sized Mud motor against 12.1/4" hole section is also acceptable with the following conditions: i) The bit box connection of the 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " mud motor should be 6.5/8" regular for connecting 12 <sup>1</sup> / <sub>4</sub> " bit. ii) Overshots to catch 9 <sup>1</sup> / <sub>2</sub> " collar and 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " mud motor in 12 <sup>1</sup> / <sub>4</sub> " hole to be provided by the Contractor. iii) Acceptable collar sizes with 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " mud motor will be 7 <sup>3</sup> / <sub>4</sub> " or 8" or 8 <sup>1</sup> / <sub>4</sub> " or 9 <sup>1</sup> / <sub>2</sub> ".
87	Page 195 of 225, Annexure-D(A), 2.0, Sl. No. 8	4 <sup>1</sup> / <sub>2</sub> " API Reg. Box down & 4 <sup>1</sup> / <sub>2</sub> "/4" API Reg. Box Up or Any other proprietary connection of the Bidder	4 <sup>1</sup> / <sub>2</sub> " API Reg. Box down & 4 <sup>1</sup> / <sub>2</sub> "/4" <b>API IF Box Up</b> or Any other proprietary connection of the Bidder
88	Page 195 of 225, Annexure-D(A), 2.0, Sl. No. 16	Stabilization: 12 <sup>1</sup> / <sub>8</sub> "screwed-on/built-in	Stabilization: <b>8.3/8"</b> screwed-on/built-in
89	Page 198 of 225, Annexure-D(B), 2.0 (Heading)	SPECIFICATION OF 7 <sup>3</sup> / <sub>4</sub> "/8"/8.1 <sup>1</sup> / <sub>4</sub> " STEERABLE DOWNHOLE MUD MOTOR FOR PACKAGE-B	SPECIFICATION OF 7 <sup>3</sup> / <sub>4</sub> "/8"/8.1 <sup>1</sup> / <sub>4</sub> "/9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " STEERABLE DOWNHOLE MUD MOTOR FOR PACKAGE-B Mud motor Sizes for 12 <sup>1</sup> / <sub>4</sub> " Section: 7 <sup>3</sup> / <sub>4</sub> " or 8" or 8 <sup>1</sup> / <sub>4</sub> " or 9 <sup>1</sup> / <sub>2</sub> " or 9 <sup>5</sup> / <sub>8</sub> ". Notes on mud motor sizes : 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " sized Mud motor against 12.1/4" hole section is also acceptable with the following conditions: i) The bit box connection of the 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " mud motor should be 6.5/8" regular for connecting 12 <sup>1</sup> / <sub>4</sub> " bit. ii) Overshots to catch 9 <sup>1</sup> / <sub>2</sub> " collar and 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " mud motor in 12 <sup>1</sup> / <sub>4</sub> " hole to be provided by the Contractor. iii) Acceptable collar sizes with 9 <sup>1</sup> / <sub>2</sub> "/9 <sup>5</sup> / <sub>8</sub> " mud motor will be 7 <sup>3</sup> / <sub>4</sub> " or 8" or 8 <sup>1</sup> / <sub>4</sub> " or 9 <sup>1</sup> / <sub>2</sub> ".
90	Page 202 of 225, Annexure-E(A), A, 1.0, Sl. No. 9	Jar Load (down-stroke): 3,00,000 lbs or more	Jar Load (down-stroke): (42,000- 3,00,000) lbs or more
91	Page 202 of 225, Annexure-E(A), 1.0, Sl. No. 12	Total Stroke (up + down): 17" or more	Total Free Stroke (Up+Down): 12" of more

<b>92</b>	Page 203 of 225, Annexure-E(A), A, 2.0, Sl. No. 6	Tensile Yield: 7,50,000 lbs	Tensile Yield: 7,50,000 lbs <b>or more</b>
<b>93</b>	Page 203 of 225, Annexure-E(A), A, 2.0, Sl. No. 9	Jar Load (down-stroke): 1,75,000 lbs or more	Jar Load (down-stroke): (37,600- 1,75,000) lbs or more
<b>94</b>	Page 203 of 225, Annexure-E(A), 2.0, Sl. No. 12	Total Stroke (up + down): 17" or more	Total Free Stroke (Up+Down): 12" of more
<b>95</b>	Page 204 of 225, Annexure-E(B), A, 1.0, Sl. No. 9	Jar Load (down-stroke): 3,00,000 lbs or more	Jar Load (down-stroke): (42,000- 3,00,000) lbs or more
<b>96</b>	Page 204 of 225, Annexure-E(B), 1.0, Sl. No. 12	Total Stroke (up + down): 17" or more	Total Free Stroke (Up+Down): 12" of more
<b>97</b>	Page 204 of 225, Annexure-E(B), A, 2.0, Sl. No. 9	Jar Load (down-stroke): 1,75,000 lbs or more	Jar Load (down-stroke): (37,600- 1,75,000) lbs or more
<b>98</b>	Page 204 of 225, Annexure-E(B), 2.0, Sl. No. 12	Total Stroke (up + down): 17" or more	Total Free Stroke (Up+Down): 12" of more
<b>99</b>	Page 207 of 225, Annexure-F(A), 1.0 Sl. No. 8	Jar Load (up-stroke): 350,000 lbs or more	Max Jar Load (up): 300,000 lbs or more
<b>100</b>	Page 207 of 225, Annexure-F(A), 1.0 Sl. No. 9	Jar Load (down-stroke): 350,000 lbs or more	Max Jar Load (down): 230,000 lbs or more
<b>101</b>	Page 207 of 225, Annexure-F(A), 1.0 Sl. No. 12	Total Stroke (up + down): 17" or more	Total Free Stroke (Up+Down): 12" of more
<b>102</b>	Page 207 of 225, Annexure-F(A), 2.0 Sl. No. 8	Jar Load (up-stroke): 180,000 lbs or more	Max Jar Load (up): 180,000 lbs or more

103	Page 207 of 225, Annexure-F(A), 2.0 Sl. No. 9	Jar Load (down-stroke): 180,000 lbs or more	Max Jar Load (down): 150,000 lbs or more
104	Page 208 of 225, Annexure-F(A), 2.0 Sl. No. 12	Total Stroke (up + down): 17" or more	Total Free Stroke (Up+Down): 12" of more
105	Page 211 of 225, Annexure-G(A), A, Sl. No. 3 (a)	3. Collar Sizes: a) 12¼" Section: 7¾" or 8" or 8¼"	3. Collar Sizes: a) 12¼" Section: 7¾" or 8" or 8¼" or 9½" <b>Note for point a) : 9½" sized Collar for LWD against 12.1¼" hole section is also acceptable with the following conditions:</b> <b>i) The Mud motor should also be of 9½"/9⅝" size when a 9½" collar for LWD is used for 12¼" hole section.</b> <b>ii) The bit box connection of the 9½"/9⅝" mud motor should be 6.5/8" regular for connecting 12¼" bit.</b> <b>iii) Overshots to catch 9½" collar and 9½"/9⅝" mud motor in 12¼" hole to be provided by the Contractor.</b>
106	Page 211 of 225, Annexure-G(A), A, Sl. No. 10	Data recording: Data to be recorded in memory mode. Data recording should also be done while pulling out by back reaming / with pump-on.	Data recording: Data to be recorded in memory mode. Data recording should also be done while pulling out by back reaming / with pump-on. Memory capacity of the LWD tool should be capable for recording data for minimum 10 days at a stretch.
107	Page 211 of 225, Annexure-G(A), A, Sl. No. 11 (e)	11. Resistivity Measurement: e) Provide multiple resistivity (minimum 5) at multiple depths of investigation	11. Resistivity Measurement: e) Provide multiple resistivity <b><u>of minimum 5 in recorded mode and minimum 4 in real time mode</u></b> at multiple depths of investigation.

**REVISED BID EVALUATION CRITERIA (BEC)**

**1.0 VITAL BID ACCEPTANCE CRITERIA:**

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.

**1.1 GENERAL CONFORMITY**

Bids will be rejected in case the tools, equipment and services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

**1.2 Bidders can bid either for **Package-A** or **Package-B** or **Both**.**

**A. BID REJECTION CRITERIA (BRC): TECHNICAL CRITERIA:**

Bidder should meet the following minimum criteria:

**1.0 Experience of Bidder: Bidder should have the following minimum experience against the quoted package(s).**

**1.1 Package-A:**

(i) The bidder should be a Directional Drilling Service Provider Company engaged in the business of providing Directional Drilling Equipment (SDMM, Collar based MWD/LWD, Drilling Jars and Stabilizers) along with the Services of Personnel (Directional Drillers and MWD/LWD Engineers) to E&P Companies for carrying out Directional drilling activities for a minimum of 5(five) years during the last 7(seven) years (reckoned from the original bid closing date of this tender).

(ii) The bidder in conjugation to the above, should have successfully drilled at least 10(ten) numbers of directional wells out of which at least 3(three) numbers of wells must be with a THD (Total horizontal displacement) of minimum 1500 m or above using the above Directional Drilling Equipment and Personnel during the last 7(seven) years (reckoned from the original bid closing date of this tender).

(iii) Additionally, The bidder should have completed at least 1(one) Directional Drilling Contract of minimum 2(two) years duration of providing Directional Drilling Services using the Directional Drilling Equipment and Personnel

during the last 7(seven) years (reckoned from the original bid closing date of this tender).

## 1.2 **Package-B**

(i) The bidder should be a Directional Drilling Service Provider Company engaged in the business of providing Directional Drilling Equipment (SDMM, MWD, Drilling Jars, Stabilizers etc.) along with the Services of Personnel (Directional Drillers and MWD Engineers etc.) to E&P Companies for drilling of Directional Wells for a minimum of 3(three) years during the last 7(seven) years (reckoned from the original bid closing date of this tender).

(ii) The bidder in conjunction to the above, should have successfully drilled at least 10 (ten) numbers of directional wells using the above Directional Drilling Equipment and Personnel during the last 7(seven) years (reckoned from the original bid closing date of this tender).

(iii) Additionally, the bidder should have completed at least 1(one) directional drilling contract of minimum 1(one) year duration using the Directional Drilling Equipment and Personnel during the last 7(seven) years (reckoned from the original bid closing date of this tender).

## 1.3 **Package-A and Package-B:**

The bidder quoting for both Package-A and Package-B is required to meet the minimum experience criteria as per Clause 1.1 (i), 1.1 (ii) and 1.1 (iii) above.

1.4 As documentary evidence(s) in support of the clause 1.1 (i) or/and 1.2 (i) above as applicable, depending on the quoted package(s), bidder shall have to submit copies of relevant pages of the Contract(s) executed showing detailed address(es) of client(s), scope of work and work order(s) along with any of the following documentary evidences to substantiate the 5(five) years'/3(three) years' of experience:

- (i) Completion certificate(s) issued by the client(s) (OR)
- (ii) Certificate(s) of Payment issued/acknowledged by the client(s) (OR)
- (iii) Invoice(s) (OR)(iv) Any other document(s) which substantiate the 05 (five) years'/3(three) years' experience criteria {as per the relevant clause(s) for the quoted package(s)} as defined in the respective clauses.

Note: The same should also be submitted as per Annexure-CC.

1.5 As documentary evidence(s) in support of clause 1.1 (ii) and/or 1.2 (ii) above as applicable, depending on the quoted package(s), bidder shall have to submit relevant pages of the of the Contract(s) executed showing detailed address(es) of client(s), work order(s)/job ticket(s) along with any of the following documentary evidences in respect of satisfactory completion of 10(ten) numbers of wells as per the respective clauses:

- (i) Relevant pages of End of Well report(s)/Well completion report(s)/Acknowledgement(s) by Clients (OR)
- (ii) Well Plan(s)/BHA analysis report(s)/Torque & Drag analysis report(s)/Anti Collision analysis report(s) (OR)
- (iii) Directional survey report(s)/Completion certificate(s) (OR)

(iv) Any other document(s) which substantiate the successful drilling of minimum 10(ten) numbers of Directional wells as defined in the respective clauses.

Note: The same should also be submitted as per Annexure-DD.

1.6 As documentary evidence(s) in support of the clause 1.1 (iii) or/and 1.2 (iii) above as applicable, depending on the quoted package(s), bidder shall have to submit copies of relevant pages of respective Contract(s) showing detailed address(es) of client(s), scope of work(s) and work order(s) along with documentary evidence in respect of satisfactory execution of 1(one) completed Contract of 2(two) years/ 1(one) year using Directional Drilling Equipment {as per the relevant clause(s) for the quoted package(s)} in the form of copies of any of the documents indicating respective contract number(s) and type of services as given below:

- (i) Satisfactory completion/performance certificate(s) from Client(s) (OR)
- (ii) Proof of release of performance security after completion of the Contract (OR)
- (iii) Proof of settlement/release of final payment against the Contract (OR)(iv) Any other documentary evidence which substantiate completion of at least 1(one) Contract as defined in the respective clauses.

Note: The summarized details should be submitted as per Annexure-EE.

1.7 Oil India Limited (OIL) reserves the right to contact the Client(s)/ Operator(s) referred by the Bidder for authentication of documents submitted by the bidder under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s)/Operator(s) not confirming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with their Client(s) and arrange for the confirmation as desired by OIL.

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

2.0 **Scope of Work:** The bidder shall quote for full scope of work and shall confirm to provide all of equipment and services against the quoted package(s) as per below:

#### 2.1.1 **Package-A**

(i) SDMM + Collar based (non-retrievable) MWD (Directional, Gamma Ray, Annulus Pressure & Temperature) + Collar based (non-retrievable) LWD (Resistivity) on Callout basis + Drilling Jar + Jar Intensifier + MWD/LWD Surface Unit + Services of personnel (Directional Driller & MWD/LWD Engineer) for 12¼" hole section on Regular basis as per the scope of work for Package-A. Quantity: 2(two) sets.

(ii) SDMM + Collar based (non-retrievable) MWD (Directional, Gamma Ray, and Annulus Pressure & Temperature) + Collar based (non-retrievable) LWD (Resistivity) on Regular basis + Drilling Jar + Jar Intensifier + MWD/LWD

Surface Unit + Services of personnel (Directional Driller & MWD/LWD Engineer) for 8½” hole section on Regular basis as per scope of work for Package-A. Quantity: 2 (Two) Sets.

2.1.2 In case, the bidder does not have all of the above services of their own, they can have pre-tender tie-up only for the services of Drilling Jar and Jar Intensifier. However, the prime bidder has to have all of the other services of their own.

### 2.2.1 **Package-B**

(i) SDMM + Probe based (retrievable/non-retrievable) MWD tools (Directional & Gamma Ray) + Drilling Jar + MWD Surface Unit + Services of personnel (Directional Driller & MWD Engineer) for 12¼” hole section on Regular basis as per scope of work for Package-B. Quantity: 1(one) set.

(ii) SDMM + Probe based (retrievable/non-retrievable) MWD tools (Directional & Gamma Ray) + Drilling Jar + MWD Surface Unit + Services of personnel (Directional Driller & MWD Engineer) for 8½” hole section on Regular basis as per scope of work for Package-B. Quantity: 1(one) set.

(iii) SDMM + Probe based (retrievable/non-retrievable) MWD tools (Directional & Gamma Ray) + Drilling Jar + MWD Surface Unit + Services of personnel (Directional Driller & MWD Engineer) for 17½” hole section on Callout basis as per scope of work for Package-B. Quantity: 1(one) set.

2.2.2 In case, the bidder does not have all of the above services of their own, they can have pre tender tie-up only for the services of Drilling Jar and Jar Intensifiers. However, the prime bidder has to have all of the other services of their own.

### 2.3 **Package-A & Package-B:**

Bidder quoting against both Package-A and Package-B shall quote for full scope of work and shall confirm to provide all of equipment and services individually against both the Package-A and Package-B as per above clause 2.1.1 and 2.1.2 for Package-A and as per above clause 2.2.1 and 2.2.2 for Package-B.

2.4 In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/Agreement valid for entire duration of the contract including extension, if any. Copies of the pre-tender tie-up for each third party service mentioned under clause 2.1.2 and 2.2.2 [as applicable depending on the quoted package(s)], should be furnished along with the Technical Bid clearly referring to OIL's tender document number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder and should categorically confirm the same.

3.0 **Mobilization:** Bidder must confirm unconditional acceptance to the mobilization schedule for tools and equipment including personnel against the quoted Package(s) as under in their technical bid. Offers indicating mobilization time more than the scheduled days [applicable as per the quoted package(s)] from the date of issuance of mobilization notice will be rejected.



### 3.1 **Package-A**

(i) All directional tools and equipment including personnel for all of the 4(four) regular sets consisting of 2 (two) sets for 12¼” hole section and 2 (two) sets for 8½” hole section, shall have to be mobilized within 90 (ninety) days from the date of issuance of first mobilization notice. However, OIL reserves the right to mobilize each of the sets in a phased manner and in that case separate mobilization notice will be issued against each set.

(ii) All subsequent interim re-mobilization periods for Directional Tools and Equipment including personnel for all of the 4(four) regular sets consisting of 2 (two) sets for 12¼” hole section and 2 (two) sets for 8½” hole section shall be 45(forty five) days from the date of issuance of re-mobilization notice.

(iii) The 2(two) LWD-Resistivity call out sets for 12¼” hole section, shall have to be mobilized within 90 (ninety) days from the date of issuance of mobilization notice for the first mobilization and within 45(forty five) days from the date of issuance of mobilization notice for all subsequent re-mobilizations.

### 3.2 **Package-B**

(i) All directional tools and equipment including personnel for each of the 2(two) regular sets consisting of 1(one) set for 12¼” hole section and 1(one) set for 8½” hole section, shall have to be mobilized within 90 (ninety) days from the date of issuance of first mobilization notice. However, OIL reserves the right to mobilize each of the 2(two) regular sets in a phased manner depending on the operational requirement and in that case separate mobilization notice will be issued against each set.

(ii) All subsequent interim re-mobilization periods for directional tools and equipment including personnel for each of the 2(two) regular sets consisting of 1(one) set for 12¼” hole section and 1(one) set for 8½” hole section shall be 45(forty five) days from the date of issuance of re-mobilization notice.

(iii) All directional tools and equipment including personnel for the 1(one) call out set for 17½” hole section, shall have to be mobilized within 90 (ninety) days from the date of issuance of mobilization notice for the first well and within 45(forty five) days from the date of issuance of mobilization notice for all subsequent interim re-mobilizations.

### 3.3 **Package-A and Package-B:**

Bidder quoting for both Package-A and Package-B must confirm unconditional acceptance individually to the mobilization schedule for tools and equipment including personnel against Package-A and Package-B as per above clause 3.1 for Package-A and as per above clause 3.2 for Package-B.

### 4.0 **Experience of Bidder's Personnel:**

4.1 **Package-A:** Bidder should confirm to depute minimum 2(two) directional drillers and minimum 2(two) MWD/LWD engineers per set of Directional Drilling Tools and Equipment having minimum 3 (three) years of experience in Directional drilling using SDMM, MWD, LWD and Drilling Jar as per the scope of work. The personnel should have drilled minimum 10 (ten) directional wells independently and should be competent in all aspects of directional drilling with the capability to execute the job

independently. Additionally, the personnel should have complete knowledge of all the tools and equipment that will be supplied by the Contractor.

4.2 **Package-B:** Bidder should confirm to depute minimum 2(two) directional drillers and minimum 2(two) MWD engineers per set of Directional Drilling Tools and Equipment having minimum 3(three) years of experience in Directional drilling using SDMM, MWD and Drilling Jar as per the scope of work. The personnel should have drilled minimum 10(ten) directional wells independently and should be competent in all aspects of directional drilling with the capability to execute the job independently. Additionally, the personnel should have complete knowledge of all the tools and equipment that will be supplied by the Contractor.

4.3 **Package-A and Package-B:** Bidder quoting for both Package-A and Package-B must confirm acceptance to the experience criteria for personnel to be deployed individually against Package-A and Package-B as per above clause 4.1 for Package-A and as per above clause 4.2 for Package-B.

4.4 Bidder has to submit an undertaking to provide the required experienced manpower as per 4.1, 4.2 and 4.3 as applicable in the prescribed format (Annexure-FF).

5.0 **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 as Proforma-IA and Proforma-IB) from the parent company to OIL for fulfilling the obligation under the contract, along with the technical bid.

5.1 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:**

Offers of those bidders who themselves do not meet the technical experience criteria stipulated above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

(a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.

(b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in above and not through any other arrangement like technical collaboration etc.

(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Proforma-II, between them, their ultimate parent/holding company, along with the technical bid.

**B. BID REJECTION CRITERIA (BRC): FINANCIAL CRITERIA:**

- 1.1 **Package-A:** The bidder must have an “Annual Financial Turnover” of at least Rs. 10.96 Crores or US\$ 1.70 Million during any of the preceding 3 (three) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.
- 1.2 **Package-B:** The bidder must have an “Annual Financial Turnover” of at least Rs. 5.42 Crores or US\$ 0.84 Million during any of the preceding 3 (three) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.
- 1.3 **Package-A and Package-B:** The Bidder quoting for both Package-A and Package-B must have an “Annual Financial Turnover” of at least Rs. 16.38 Crores or US\$ 2.54 Million during any of the preceding 3 (three) financial/accounting years reckoned from the original bid closing date as per the Audited Annual Reports.
- 2.0 “Net Worth” of the bidder should be positive for the preceding financial/accounting year.
- 3.0 (a) 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-A2.
  - (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.
- (b) 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.
- 4.0 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\$.

- 5.0 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 Proforma-IC] 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.
- 6.0 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.

**C. BID REJECTION CRITERIA (BRC): COMMERCIAL CRITERIA:**

Bidders must meet the following minimum criteria otherwise their offer will be rejected:

- 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. Bids with adjustable price terms will be rejected.
- 3.0 Validity of the bids should be 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 and shall reach the 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 under as per the quoted package:
- For Package A: Rs. 67.00 Lakhs or USD 104,000.00
  - For Package B: Rs. 45.00 Lakhs or USD 69,000.00
  - For Package A and B (combined): Rs. 112.00 Lakhs or USD 173,000.00

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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.0 Bids received through OIL's e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 7.0 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.
- 8.0 Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 9.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 10.0 Any Bid containing false statement will be rejected.
- 11.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format/Bidding Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 12.0 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.
- 13.0 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
  - v) Acceptance of Jurisdiction and Applicable Law
  - vi) Liquidated damage and penalty clause

- vii) Safety & Labour Law
- viii) Termination Clause
- ix) Integrity Pact Clause

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

**15.A For Package A :** The quoted Unit Standby rate for each of the tool/equipment including personnel **must not exceed 50% of the quoted corresponding Unit Operating rate** for the respective tool/equipment including personnel in the Price Bid. [Applicable for all of the **4(four)** regular sets]. In case same is more than **50% of the quoted corresponding Unit Operating rate then evaluation will be done based on the prices/rates quoted by the bidder(s) but in case of award of Contract and payment** Unit Standby rate for each of the tool/equipment including personnel will be **50% of the quoted corresponding Unit Operating rate** for the respective tool/equipment including personnel in the Price Bid. **This will be binding to the bidder(s) and any deviation to the same will lead to rejection of the Bid(s)/Offer(s).**

**15.B For Package B :** The quoted Unit Standby rate of each tool/equipment including personnel **must not exceed 50% of the quoted corresponding Unit Operating rate** of the respective tool/equipment including personnel in the Price Bid. (Applicable for all of the **3(three) Sets including the Callout Set**). In case same is more than **50% of the quoted corresponding Unit Operating rate then evaluation will be done based on the prices/rates quoted by the bidder(s) but in case of award of Contract and payment** Unit Standby rate for each of the tool/equipment including personnel will be **50% of the quoted corresponding Unit Operating rate** for the respective tool/equipment including personnel in the Price Bid. **This will be binding to the bidder(s) and any deviation to the same will lead to rejection of the Bid(s)/Offer(s).**

**D. 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 conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the

date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

- 3.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" for Package-A and Package-B under Section-IV and the summarized price schedule format vide enclosed Proforma-B1 for Package-A and Proforma-B2 (PART-I & PART-II) for Package-B as applicable.
- 4.0 The quantities shown against each item in the "Price Bid Formats i.e. in Proforma-B1 for Package-A and in Proforma-B2 (PART-I & PART-II) for Package-B" shall be considered for the purpose of Bid Evaluation against both Package-A and Package-B individually. 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 bidder will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.0 Bidders to note the following for both Package-A and Package-B:

5.1 **Package-A:**

- i) The total Mobilization charges per unit set for each hole section shall not exceed 1% of the total value per unit set of each respective hole section in the Price Bid. However, the total Mobilization charges per unit set for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.
- ii) The total De-Mobilization charges per unit set for each hole section shall not be less than 1% of the total value per unit set of each respective hole section in the Price Bid. However, the total De-Mobilization charges per unit set for each hole section if quoted in deficit or less than 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.
- iii) The total Interim De-Mobilization charges per unit set for each hole section shall not exceed 0.5 % of total value per unit set for the respective hole section in the Price Bid. However, the total Interim De-mobilization charges per unit set for each hole section if quoted in excess of 0.5% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.
- iv) The total Interim Re-Mobilization charges per unit set for each hole section shall not exceed 0.5 % of total value per unit set for the respective hole section in the Price Bid. If the total Interim Re-mobilization charges per unit set for each hole section if quoted in excess of 0.5% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.

## 5.2 **Package-B:**

- i) The total Mobilization charges per unit set (including callout set) for each hole section shall not exceed 1% of the total value per unit set for the respective hole section in the Price Bid. However, the total Mobilization charges per unit set (including callout set) for each hole section if quoted in excess of 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.
- ii) The total De-Mobilization charges per unit set (including callout set) for each hole section shall not be less than 1% of the total value per unit set (including callout set) for the respective hole section in the Price Bid. However, the total De-mobilization charges per unit set (including callout set) for each hole section if quoted in deficit or less than 1% of the total quoted value per unit set of each respective hole section in the Price Bid, the deficit amount shall be paid at the end of the contract along with the final De-mobilization charges.
- iii) The total Interim De-Mobilization charges per unit set (including callout set) for each hole section shall not exceed 0.5 % of total value per unit set (including callout set) for the respective hole section in the Price Bid. However, the total Interim De-mobilization charges per unit set (including callout set) for each hole section if quoted in excess of 0.5% of the total quoted value per unit set of each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.
- iv) The total Interim Re-Mobilization charges per unit set (including callout set) for each hole section must not exceed 0.5 % of total value per unit set (including callout set) for the respective hole section in the Price Bid. However, the total Interim Re-mobilization charges if quoted in excess of 0.5% of the total quoted value per unit set (including callout set) for each respective hole section in the Price Bid, the excess amount shall be paid at the end of the contract.

6.0 **Price Bid Evaluation:** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation for both Package-A and Package-B. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma-B1 for Package-A and as per Proforma-B2 for Package-B.

6.1 **PACKAGE-A: THE TOTAL ESTIMATED CONTRACT COST FOR “PACKAGE-A” FOR 4 (FOUR) YEARS INCLUSIVE OF ALL TAXES & DUTIES [INCLUDING ALL APPLICABLE GST COMPONENTS] AND EXCEPT BASIC CUSTOMS DUTY WHICH SHALL BE EXTRA TO OIL'S ACCOUNT**

$$= X = [(G + N) + \{(G + N) \times Q\}] = [P + (P \times Q)] = P + R$$

Where,

X = Total Evaluated Price for PACKAGE-A



G = Total Cost of Tools & Equipment including Personnel for 12¼” Hole Section-2(two) Sets (Regular).

N = Total Cost of Tools & Equipment including Personnel for 8½” Hole Section-2(two) Sets (Regular).

Q = % GST Rate (Bidder to specify).

P = Grand Total Cost of 4 (four) Sets of Directional Service under Package-A for 4 Years inclusive of all taxes & duties (excluding GST) and except Basic Customs Duty which shall be extra to OIL's account.

R = Total cost for GST for 4(four) sets of directional service under “PACKAGE-A” for 4 (four) years.

**6.2 PACKAGE-B: THE TOTAL ESTIMATED CONTRACT COST FOR “PACKAGE-B” FOR 4 (FOUR) YEARS INCLUSIVE OF ALL TAXES & DUTIES [INCLUDING ALL APPLICABLE GST COMPONENTS] BUT EXCEPT BASIC CUSTOMS DUTY WHICH SHALL BE EXTRA TO OIL'S ACCOUNT**

$$= Y = (G.1 + N.1 + G.2) + \{(G.1 + N.1 + G.2) \times T\} = S + (S \times T) = S + U$$

Where,

Y = Total Evaluated Price for PACKAGE-B

G.1 = Total Cost of Tools & Equipment including Personnel for 12¼” Hole section-1(one) Set (Regular).

N.1 = Total Cost of Tools & Equipment including Personnel for 8½” Hole Section- 1(one) Set (Regular).

G.2 = Total Cost of Tools & Equipment including Personnel for 17½” Hole Section- 1(one) Set (Callout).

T = % GST Rate (Bidder to specify).

S = Grand Total Cost of 3 Sets of Directional Service under Package-B for 4 Years inclusive of all taxes & duties (excluding GST) and except basic Customs Duty which shall be extra to OIL's account.

U = Total cost for GST for 3(three) sets of directional service under “PACKAGE-B” for 4 (four) years.

**NOTES:**

- i) The items mentioned in above two clauses 6.1 and 6.2 are to be read in conjunction with (Schedule of Rates).
- ii) The quantities mentioned against each item in Schedule of Rate/Price Bid Format are for evaluation purposes only and payment will be made at actual consumption.

**E. 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 on the bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under 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.

4.0 **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% (Basic Customs Duty 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.

5.0 **PURCHASE PREFERENCE CLAUSE:** 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.

5.1 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.

5.2 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.

5.3 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.

5.4 **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.

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

**5.5.1 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 (Annexure- XII enclosed).**

5.5.2 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.

**5.6 General Note on Purchase preference [PP] Policy**

5.6.1 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 its rates with that of L-1 bidder. 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.

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

5.6.3 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'.

**6.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

**F. CHECKLIST FOR BRC/BEC:** This is enclosed as **Annexure- ZZ to BRC/BEC.**

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