

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

AMENDMENT NO. 12 DATED 23.06.2022 TO E-TENDER NO. CNG8561P22 for 'Hiring of 3000 HP rig package with accessories for 3 years with provision of 1-year extension for Drilling in Assam and Arunachal Pradesh'

This Amendment to Tender No. **CNG8561P22** is issued to notify the following changes:

A. Extension of dates:

- Last Date of Bid Submission extended up to **12.07.2022 (11:00 Hrs IST)**
- Date of Technical Bid Opening extended up to **12.07.2022 (14:00 Hrs IST)**

B. Changes/Additions/Deletions in tender clauses:

Sl. No.	Clause No.	Original Tender Clause	Amended Clause/ Remarks
Part: 1: Instructions to Bidders			
1.	Clause 7.2 of ITB Pg. No. 11	Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account	No change in tender clause. Bidders to refer to Additional Clause No. 34 of Part-3 (SCC) on Variation in HSD Prices
Part-2: BEC/BRC			
The revised BEC/BRC has been enclosed herewith vide Annexure-I			
Part: 3, Section-I: General Conditions of Contract			
2.	Clause 44.9 (Pg. No. 74)	TERMINATION: Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.	DELETED

Sl. No.	Clause No.	Original Tender Clause	Amended Clause/ Remarks
Part: 3, Section-II: Terms of Reference/Technical Specifications			
3.	Clause 4.5 A) Mast and Substructure (2 nd Para) (Page 80)	Self-elevating or Box-on-Box type sub-structure should have a minimum floor height of 335 ft. (10.06 m) from ground level with at least 28 ft. (8.53 m) clear height under rotary beams. Substructure should be suitable to accommodate a 3000HP (minimum) electrical powered draw-works and 37.1/2" rotary table with independent drive unit.	Self-elevating or Box-on-Box type sub-structure should have a minimum floor height of 33.5 ft. (10.06 m) from ground level with at least 28 ft. (8.53 m) clear height under rotary beams. Substructure should be suitable to accommodate a 3000HP (minimum) electrical powered draw-works and 37.1/2" rotary table with independent drive unit.
4.	Clause 4.5 A) Mast and Substructure – (ix) (Page 81)	The Mast shall be complete with suitably rated crown block assembly (the rated capacity of crown block assembly should not be less than the static hook load capacity of the mast) having working cluster of at least 7 (seven) sheaves of around 60" (1524 mm) diameter, 1 (one) fast line sheave of around 60" (1524 mm) diameter suitable for 1-5/8" or 1-1/2" drilling line and all required pedestals with appropriate sheave units for different lines but not limited to such as catline, outline, air hoist line, tong lines, survey line etc. The crown block assembly should be complete with one 50 MT capacity hanging pad eye for hanging the traveling block and TDS (during slipping the drill/casing line) with suitable wire line, shackles, etc. of appropriate length.	The Mast shall be complete with suitably rated crown block assembly (the rated capacity of crown block assembly should not be less than the static hook load capacity of the mast) having working cluster of at least 7 (seven) sheaves of around 60" (1524 mm) diameter, 1 (one) fast line sheave of around 60" (1524 mm) diameter suitable for 1-3/4" or 1-5/8" or 1-1/2" drilling line and all required pedestals with appropriate sheave units for different lines but not limited to such as catline, outline, air hoist line, tong lines, surveyline etc. The crown block assembly should be complete with one 50 MT capacity hanging pad eye for hanging the traveling block and TDS (during slipping the drill/casing line) with suitable wire line, shackles, etc. of appropriate length.
5.	Clause No. 4.5 (B) (v) Pg. no. 83	The grooving on Draw-works drum should preferably be Lebus type suitable for either 1-5/8" or 1-1/2" wire line.	The grooving on Draw-works drum should preferably be Lebus type suitable for either 1-3/4" or 1-5/8" or 1-1/2" wire line.
6.	Clause 4.5 (I). Pg. No. 87	(i) POWER PACK: Diesel electric AC-SCR or AC-VFD system complete with the following: 1. Engines – Minimum 5 (Five) Nos. diesel fuel driven Oilfield engines each having minimum 1000 HP rating to meet the maximum power requirements of the Rig at the maximum possible load (<i>Well depths (TVD) are expected to be up to 6500 Mtrs as per Clause:2</i>). However, the bidder may calculate power requirement of the Rig and offer accordingly.	(i) POWER PACK: Diesel electric AC-SCR or AC-VFD system complete with the following: 2. Engines – Minimum 5 (Five) Nos. diesel fuel driven Oilfield engines each having minimum 1000 HP rating to meet the maximum power requirements of the Rig at the maximum possible load (<i>Well depths (TVD) are expected to be up to 6500 Mtrs as per Clause:2</i>). However, the bidder may calculate power requirement of the Rig and offer accordingly. Each power pack

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		<p>Each power pack should be complete with matching alternator, 50 Hz. The fuel for the engines should be freely and easily available in India.</p> <p>The power packs should have acoustic enclosures conforming to latest CPCB/MoEF norms (applicable Indian Noise Pollution & Emission norms).</p> <p>The exhaust Stack height of each Powerpack shall conform to latest CPCB guidelines for DG sets of above 800KW (as per Environment Protection Act 1986). Engine shall be equipped with PESO approved spark arrestor in exhaust muffler.</p> <p>Documentary evidence in support of above clause should be offered for scrutiny.</p>	<p>should be complete with matching alternator, 50 Hz. The fuel for the engines should be freely and easily available in India.</p> <p>The power packs should have acoustic enclosures conforming to latest CPCB/MoEF norms (applicable Indian Noise Pollution & Emission norms).</p> <p>The exhaust Stack height of each Powerpack shall conform to latest CPCB guidelines for DG sets of above 800KW (as per Environment Protection Act 1986). Engine shall be equipped with spark arrestor in exhaust muffler.</p> <p>Documentary evidence in support of above clause should be offered for scrutiny.</p>
7.	<p>Clause No. 4.6 <u>Group-II</u> 1. (A)</p> <p>(Page 90 of 252)</p>	<p>BOP STACKS/SPOOLS (New Clause added)</p>	<p>xxvi. One no. adapter spool of either 18.3/4"x5K (Bottom Flange) – 20.3/4"x3K (Top Flange) if offered Annular BOP is 20.3/4"x3K</p> <p style="text-align: center;">OR</p> <p>18.3/4"x5K (Bottom Flange) – 21.1/4"x2K (Top Flange) if offered Annular BOP is 21.1/4"x2K.</p> <p>Accordingly, Bidder has to supply required spacer or drilling spool for height adjustment as per Clause No: 4.6 Group-II 1. (A) (ii) & (viii).</p>
8.	<p>Clause No. 4.6 <u>Group-II</u> 1. (A)</p> <p>NOTES</p> <p>(Page 90 of 252)</p>	<p>Note: 1. BOPs should be either new or overhauled and certified & tested by the manufacturer. The certificate should not be older than one (1) Year and should be valid during the duration of the contract.</p>	<p>Notes:</p> <p>1. BOPs should be either brand new or re-certified.</p> <p>2. In case of Brand new BOPs the make should be as enlisted above in the clause no 4.6 A.</p> <p>3. In case of recertified BOPs, recertification should be done as per OISD RP 174 (2016), following API 16 AR (latest edition) guidelines by an API 16A approved facility having 16A certification for the specific type of BOP. As a proof of recertification bidder should submit the certificate of conformance (COC) as per Annexure-F of API 16 AR (latest edition).</p>

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			4. The COC should not be more than 01(One) year old or the certificate should be valid covering the primary term of contract including extension, if any.
9.	Clause No 4.6 Group - II 2. A.i (Page No 92) and Clause no. 2.B.iv (Page no. 93)	2.A.i) Minimum 6400 m of 5-1/2" OD, 24.7 ppf, Grade 'S135' Drill pipes, Internal External upset in range 2 length having Double Shoulder Tool Joint (DSTJ) or XT57 Connection (Tool Joint OD 7" & ID 4" or 4-1/4" ID) with ARNCO 350XT hard banding on box ends. 2.B.iv) Thirty (30) nos. 5-1/2" OD, 3-1/4" ID, approx. 60 PPF, 30-31 ft. long having 7" OD x 3-1/4" ID Tool Joints "Conventional heavy weight (thick wall)" drill pipes with Double Shoulder Tool Joint (DSTJ) or XT57 box-up & pin down connection.	2.A.i) Minimum 6400 m of 5-1/2" OD, 24.7 ppf, Grade 'S135' Drill pipes, Internal External upset in range 2 length having Double Shoulder Tool Joint (DSTJ) or XT54 or XT57 Connection (Tool Joint OD 7" & ID 4" or 4-1/4" ID) with ARNCO 350XT hard banding on box ends. 2.B.iv) Thirty (30) nos. 5-1/2" OD, 3-1/4" ID, approx. 60 PPF, 30-31 ft. long having 7" OD x 3-1/4" ID Tool Joints "Conventional heavy weight (thick wall)" drill pipes with Double Shoulder Tool Joint (DSTJ) or XT54 or XT57 box-up & pin down connection.
10.	Clause 4.7 GENERAL NOTE No. (1) Pg. No. 117	All the engines to be used in rig package should preferably be EURO-3 compliant.	DELETED
11.	Clause No 4.9 O. i. Sl. No.19 (Page No 126)	The Contractor will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the Contractor's discretion for all the required services except for the rig operations during drilling & completion phases for which the deployment pattern has to be as per the following norm with the indicated key personnel: Sl. No. 19 OF TABLE (GAS LOGGER) DELETED	
Part-3, Section-III: SCC			
12.	Note to Clause 2.1 MOBILIZATION Pg. No. 149	Note: Mobilization notice will be issued separately after issuance of LOA for the Drilling Rig Package.	Mobilization notice will be issued separately within 01 (one) month after issuance of LOA for the Drilling Rig Package.
13.	Clause 19.1 (Page 172)	Time allowed for inter-location movement of entire rig package for a distance upto thirty (30) Kms shall be Sixteen (16) days. For more kilometerage, the time allowed shall be in proportions of one (1) day for each 30 KM or part thereof. In case of cluster location on the same well plinth time allowed for inter-location movement of rig package shall be ten (10) days.	Time allowed for inter-location movement of entire rig package for a distance upto thirty (30) Kms shall be Eighteen (18) days. For more kilometerage, the time allowed shall be in proportions of one (1) day for each 30 KM or part thereof. In case of cluster location on the same well plinth time allowed for inter-location movement of rig package shall be ten (10) days.

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14.	12.0 (Page 167)	<p>CUSTOMS DUTY (AMENDED CLAUSE)</p> <p>20.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 alongwith List-33 of the said notification has been amended vide Customs notification no. 02/2022-Customs dated 01.02.2022.</p> <p>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.</p> <p>20.2 Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing under List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of the Customs Notification no. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>20.3 Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.</p> <p>20.4 Bidders should submit the list of items which are to be imported for execution of the contract under this tender as per Proforma-A prudently alongwith their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder and all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to clear the goods through customs after issuance of Undertaking/Certificate. Company shall not be liable in whatsoever manner for the rejection of their claims for Nil rate of customs duty by any of the authorities. All costs of import clearances under</p>	

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		<p>the contract shall be borne by the contractor and Company shall not provide any assistance in this regard.</p> <p>20.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which Undertaking/Certificate has been issued. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML/PEL areas under the contract for which Undertaking/Certificate were issued by OIL. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount.</p> <p>Note: The above stipulations are to be read in conjunction with Clause 6.2.9 of the Revised BEC/BRC and shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of bid closing will be applicable.</p>	
15.	34.0 (Page No. 188)	<p>HSD/FUEL PRICE VARIATION (NEW CLAUSE ADDED):</p> <p>i) Reimbursement/ Recovery due to Variation in the HSD price will be effective, provided the fuel (HSD) price of the month for which the payment is due changes over the tendered HSD price i.e. <i>the rate as declared in the tender by OIL</i>, and this will be termed as BASE RATE** for all future HSD variation calculation. All subsequent reimbursement will be effective once the fuel (HSD) price of the month for which payment is due changes over the BASE RATE. Similarly, when the HSD price falls below the BASE RATE, there will be recovery/deduction from the monthly invoices for that amount based on the actual consumption. The reimbursement will be on the actual consumption as per meter reading in the Rig engines only and diesel consumption for ancillary engines will not be taken into account.</p> <p>ii) Reimbursement / recovery – if any for any particular month, will be calculated based on the variation of AVERAGE PRICE OF HSD FOR THE MONTH (from individual invoices) over the BASE RATE multiplied by the total actual consumption for that month.</p> <p>iii) All the Rig engines will be equipped by individual flow meter for measuring daily consumption and this consumption figure should reflect in the daily drilling operation report/IADC report including stock position (Both opening and closing stock) of the HSD at site. Based on this daily figure, the reimbursement/recovery – if any in the subsequent month will be calculated. In case, the Rig engines are equipped with in- built Lifetime fuel meter, the daily fuel consumption will be taken and recorded from this meter. However, in case the meter is malfunctioning for any reasons, no reimbursement will be applicable for that period.</p> <p>iv) For the purpose of claiming the variation in HSD rate, the service provider will have to submit the HSD purchase invoices for the month and based on the invoices, the AVERAGE PRICE OF HSD will be calculated for that particular month and if any reimbursement/recovery is applicable, the same will processed accordingly through SES by OIL.</p>	

Sl. No.	Clause No.	Original Tender Clause	Amended Clause/ Remarks
		v) Daily Diesel stock position of the Rig to be provided in the daily Drilling report / IADC DPR including daily diesel consumption of the Rig engines duly certified by the Authorized Company representative.	<p>**BASE RATE OF HSD FUEL FOR THIS TENDER = INR 84.10/LITRE (RETAIL RATE APPLICABLE IN DULIAJAN).</p> <p>BIDDERS TO NOTE THAT ALL VARIATIONS IN HSD PRICE FOR REIMBURSEMENT/RECOVERY SHALL BE CALCULATED BASED ON THE RETAIL RATE OF HSD APPLICABLE IN DULIAJAN ONLY.</p>
PROFORMAS AND ANNEXURES			
16.	Proforma-B	'Revised Proforma-B' uploaded in OIL E-Procurement Portal under 'Notes and Attachments' tab.	

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

PART-2

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

1.0 GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders, without which the same will be considered as non-responsive and rejected.

2.0 TECHNICAL EVALUATION CRITERIA: The Bidder must meet the following criteria:

2.1 EXPERIENCE OF THE BIDDER:

The Bidder must have the following experience during last seven (7) years as on the original bid closing date:

- (a) Bidders must have experience of providing drilling services with at least one (01) no. of Rig of minimum **2000 HP** capacity on charter hire basis for a period of minimum 01 year against a single Contract.
- (b) Drilling of at least five (5) nos. oil/gas wells with drilling rig of minimum **2000 HP** capacity, out of which at least one well should be of minimum 4500 m depth.
- (c) The offered Rig with more than 05 (five) years of vintage (critical rig package items as per Clause No. 2.7.4) should be in operation for minimum period of 03 months at a stretch in last 05(Five) years reckoned from the original Bid closing date. However, in case of offered rig with less than 05 (five) years of vintage (critical rig package items as per Clause No. 2.7.4), this requirement will not be applicable.
- (d) Bidder must have experience for operation and maintenance of Top Drive of the Rig. If the bidder does not have experience then the bidder shall have to confirm that in the event of award of contract, maintenance support of the 'Top Drive' will be provided from the manufacturer of the 'Top Drive' throughout the contract period. A 'Memorandum of understanding (MOU)' between the manufacturer and the bidder shall have to be submitted along with the technical bid in support of the maintenance of the 'Top Drive' system.
- (e) Key personnel must have requisite experience and qualifications as per "Scope of Work/Terms of Reference". The key personnel should have valid International Well Control Forum (IWCF) certification at appropriate level at the time of mobilisation. Bidder must provide an Undertaking confirming the same.

Notes to Clause 2.1 above:

i. Bidders must submit documentary evidence as follows:

Contract/Agreement copy along with satisfactory completion/performance report issued by the client(s) clearly mentioning Contract/Agreement No. alongwith the scope of work and volume of job completed.

OR

Contract/Agreement copy with proof of settlement/release of final payment against the contract.

OR

Contract / Agreement copy with any other documentary evidence that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

ii. The Company reserves the right for physical inspection of the rig package at Contractor's site at any time during the finalization of the Contract and/or prior to mobilization of the rig on its own or through third-party inspection agency.

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

iv. In case the bidder is unable to declare the details in clause 2.1 (b) as above due to confidentiality agreement, the bidder has to submit a declaration against the said clause (indicating the number and depth of wells drilled) duly signed by the CEO of the bidding company/ Authorised signatory of the bid who is holding the power of attorney.

2.2 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:

Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.1(a) to (e) above, can also quote under the categories listed below:

A. Bid from Consortium of Companies:

In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:

- (a) The leader of the consortium must satisfy the minimum experience requirement as per clause 2.1 above.
- (b) The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an **Undertaking** along with the technical bid towards unconditional acceptance of full responsibility for executing the "Scope of Work" of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
 - (i) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

- (ii) The Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (iii) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.
- (iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- (v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (vi) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid.
- (vii) Documents/details pertaining to qualification of the bidder must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (viii) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. The members of the consortium should not be more than three.
- (ix) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.
- (x) Members of the consortium are not allowed to quote separately/ independently against this tender. All such bids received against the tender shall be summarily rejected.
- (xi) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid against the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (xii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.

B. Bid with Technical Collaboration:

- i. A Bidder who does not meet the minimum experience criteria as per clause 2.1 (a) to (e) above may also submit the bid on the strength of Technical Collaborator. However, the bidder on its own must meet the financial criteria under **Clause No. 3.1** below.

- ii. The Technical Collaborator at its own shall meet the experience criteria Clause No. 2.1 above and shall not rely on the experience of its subsidiary/co-subsidiary/sister subsidiary/parent/holding/affiliating company or through any other arrangement. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per '**Notes to BEC Clause 2.1**' above and **Clause 4.0 (ii)** below.
- iii. Bidders quoting based on technical collaboration, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender, including extensions, if any.
- iv. Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

C. Bid from Joint Venture Company:

i. In case the bidder is a Joint Venture Company, following criteria are to be complied:

- a. The JV on its own shall meet the experience criteria as per Clause No. 2.1

OR

- b. Any member of the JV having a stake of at least 26% in the JV on its own shall meet experience requirement as per Clause No. 2.1.

Notes:

I. In case of (b) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract.

II. The JV or its member (as the case may be) shall not rely on the experience of its subsidiary / co-subsidiary / sister subsidiary /parent /holding /affiliating /associate company or through any other arrangement like technical collaborator for meeting the technical criteria.

III. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per '**Notes to BEC Clause 2.1**' above and **Clause 4.0 (ii)** below

- ii. **Constitution of Joint Venture:** The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a JV shall be liable for rejection.
- iii. **Indian companies/ Joint Venture companies (Incorporated JV):** Indian

bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date price bid opening. Confirm to this effect and declaration on the same to be provided as part of their technical offer.

- iv. Members of the JV are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected.

2.3 DELETED

2.4 DELETED

2.5 DELETED

2.5.1 DELETED

NOTE: *In case the contract is awarded based on the bid submitted as per Clause 2.2 (B or C) above, in order to meet the commitment from the Technical collaborator / Joint Venture partner - all key personnel including the rank of Driller and above shall be from the pay roll of the Technical collaborator / Joint Venture partner for the full duration of the project.*

2.7 DRILLING RIG:

The Bidder shall be in possession of the rig(s) offered (with Top Drive System) either owned/leased/purchased. In case the bidder is not in possession of the rig at the time of submission of bids, they may offer a rig for which they have an agreement for lease/purchase.

2.7.1 IDENTIFICATION OF RIG:

- (i) Bidders are required to identify the Rig(s) at the time of submission of bids with documentary proof thereof, confirming availability of the rig for this contract.
- (ii) In case, owner of the Rig himself is the bidder, the certificate confirming availability of the rig for this contract shall be furnished by the owner himself.
- (iii) **(a)** In case of leased rig (Sub Leased Rig will not be accepted), the bidders who do not own the Rig at the time of submission of bid, are required to submit along with the un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease concluded with the owner of the rig, specifically for this tender, with documentary proof of ownership of the rig. In case of leased rig, the successful bidder shall be required to keep the MOU/Agreement valid for the entire period of contract and any extension thereof.
(b) In case of purchase of Brand New rig (the rig which is not readily available), Memorandum of Understanding/Agreement with Manufacturer is to be submitted. The above MOU/Agreement must be valid through the validity of the bid.
(c) In case of purchase of rig other than brand new (Including readily available rig at manufacturer yard meeting the tender specifications), Memorandum of Understanding/Agreement with the seller of the Rig has to be submitted. The above MOU/Agreement must be valid through the validity of the bid. However, in this case, the Rig has to satisfy all other terms and conditions, including both the Clauses **2.1(c) and 2.7.4** as well as the Mobilization schedule as per the tender.

- (iv) Bidder may identify more than one Rig (**maximum up to two rigs** which they feel best suitable) against this tender requirement, giving complete technical details for evaluation along with copy of MOU/Agreement, if applicable. The successful Bidder will have to mobilize the identified rig which is found acceptable to the Company in the event of award of contract. **Rig without top drive will not be considered for evaluation.**
- (v) Bidder would not be allowed to substitute the rig once offered by them in their bid. If more than one rig is offered by a bidder, all the rigs (**maximum up to two rigs**) against each quote shall be techno-commercially evaluated. The bidder can mobilize any of the rigs that are found techno-commercially acceptable by OIL, but the identification of the rig to be mobilized by the bidder would have to be furnished by them within **15 days of issue of letter of award** and these 15 days shall be within the mobilisation time as specified in this tender.
- (vi) Offers with identified Rig but with the condition “subject to availability” may be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the unconditional availability of their offered rig prior to price bid opening. The date of price bid opening will be intimated to the bidder in due course. Bidders who fail to confirm unconditional availability of Rig shall not be considered for price bid opening/ award of contract.

2.7.2 Bidders must confirm compliance of deployment of the rig package as per the technical specifications spelled out in the Scope of Work under this tender.

2.7.3 The Bidder should confirm that their offered rig(s) is/are/will be installed with suitable top drive system meeting tender specification.

2.7.4 VINTAGE:

- a) Following critical rig package items should not be more than 15 years old as on the original bid closing date:
- i) Mast and sub-structure including draw-works
 - ii) Mud pumps
 - iii) Rig engines
 - iv) PCRs
 - v) Top Drive

Bidders must submit the certificate of year of manufacture from the rig manufacturer / OEM as documentary evidence for vintage along with Technical bid.

- b) (i) In case of offered rigs where vintage of the **Mast and Sub-Structure** is more than 15 years as on the original bid closing date, the **Mast and Sub-Structure shall be CAT IV inspected as per API RP 4G and re-certified by the OEM (Original Equipment Manufacturer)** to meet the tender requirements. The bidder must submit the CAT IV Inspection Report (which must not be more than 05 years old as on the bid closing date) and re-certification by OEM alongwith the technical bid.
- (ii) In case inspection and re-certification of Mast and Substructure has not been done as on bid closing date, the bidder must submit an **Undertaking (as per Proforma-S)** alongwith the technical bid confirming that the **Mast and Sub-Structure shall be CAT IV inspected as per API RP 4G and re-certified by**

the OEM (Original Equipment Manufacturer) to meet the tender requirements prior to mobilisation of the same, in case of award of contract.

(iii) Re-certification done by OEM as stated in (i) and (ii) above, shall remain valid for the minimum duration of the Contract i.e. 3 +1 years from the date of completion of mobilisation.

- c) However, for Draw-works, Mud Pumps, Rig Engines, PCRs and Top Drives, the vintage of 15 years shall prevail and bidder must submit the certificate of year of manufacture from the rig manufacturer/ OEM as documentary evidence for vintage along with the technical bid.

Note: A Manufacturer/OEM Certificate must furnish the below mentioned information in any format decided by the issuer:

- (i) The certificate must be on the letterhead of the Manufacturer/OEM.
- (ii) Year of Manufacturing of the equipment for which the certificate is being provided.
- (iii) TPI verification as per Clause 4.0 (Note No.3) of the BEC/BRC

2.7.5 RESIDUAL LIFE: The offered drilling rig, if not brand new, should have a minimum **residual life of seven (7)** years as on the original bid closing date. The bidder should submit a certificate in original from any one of the following inspection agencies as per **Form-1 (Annexure-I)** of the tender document along with techno-commercial (un-priced) bid. The last date of inspection by TPI Agency indicated in the TPI Certificate should not be older than 6 months as on original date of bid closing and should be verified by Third Party Inspection Agency as per **Clause 4.0 (Note No.3)** of the BEC/BRC. Bidders failing to provide the certificate as above will not be considered for price bid opening/award of contract:

The inspection and certification of the rig should be done by any of the following inspection agency and the cost of the third-party inspection will be borne by the bidder:

- (i) M/s Bureau Veritas
- (ii) M/s Det Norske Veritas
- (iii) M/s Lloyd's
- (iv) M/s Oil Field Audit Services
- (v) M/s ABS

Note: The certificate should clearly indicate and confirm without any ambiguity the following:

- a. Name and address of the owner of the rigs after due verification of documents.
- b. Confirmation that the rig package meets the technical specification as laid down at **Part-3: Section-II** of the Tender Document.
- c. Make, Model, Capacity/Rating, month & year of manufacture and residual life as inspected for each of the component as well as for the overall rigs as per the attached annexure **Form-1 (Annexure-I)**.

2.7.6 DELETED

2.7.7 The horsepower rating of the rig(s) offered should be minimum 3000 HP. Further the rig offered should be Diesel Electric/ACVFD, having self elevating

mast and sub-structure (as per API standard) and also suitable for drilling cluster location (1 + 3 Wells). The detail of the rig is given in Part-3 Section-II of the Bid Document. Spacing between wells at surface on a cluster well plinth is a maximum of 18m. Bidders must confirm compliance to the same.

2.8 MOBILIZATION PERIOD: Bidder must confirm to mobilize the Drilling Rig **within 240 (two hundred and forty) days** from the date of issuance of Mobilization notice after issuance of Letter of Award (LOA). Offers indicating mobilization time more than **240 days** from the date of issuance of Mobilization Notice/ LOA will be rejected. **(Refer Revised Proforma-O)**

2.9 **DELETED**

2.10 Bidder must categorically confirm to provide complete rig package together with Effluent Treatment Plant/System and carry out entire jobs as per Scope of Work, Terms of Reference and Technical Specifications elaborated in the Tender Document and will not sublet the main drilling services against the contract, if awarded, failing which the bid will be rejected.

2.11 The bidder must confirm to comply with the applicable & prevailing provisions of MoEF, DGMS, Mines Act 1952, Oil Mines Regulation 2017, OISD Guidelines and 10th conference recommendation of Safety in Mines.

2.12 Details of experience and past performance of the bidder and of their consortium partner, if any, on works/jobs done of similar nature are to be submitted along with the Techno-commercial (Un-priced) Bid, in support of experience laid down at Clause 2.1 above **(Refer Annexure-IX)**.

2.13 **DELETED**

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 The bidder must have an **annual financial turnover of** at least **INR 102.18 Crores** or **US\$ 13.54 Million** in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports.

3.1.1 In case of Consortium of companies, at least one of the members of the Consortium must have an annual financial turnover of minimum **INR 102.18 Crores or US\$ 13.54 Million** as stated above under **clause 3.1** in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date. The other member(s) of the Consortium shall have an annual financial turnover of minimum 50% of the annual financial turnover as stated above under **clause 3.1** in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

3.1.2 In case the bidder is a Joint Venture company who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then documents need to be submitted along with the technical bid in support of the following:

(i) Annual Financial Turnover of the member having more than 50% stake in the JV, during any of preceding 03 (Three) financial/accounting years reckoned from the original bid closing date must be minimum **INR 102.18 Crores or US\$ 13.54 Million** as per Clause 3.1 above.

(ii) Net worth of the member having more than 50% stake in the JV (supporting company) should be positive for the accounting year preceding the bid closing date.

- (iii) **Corporate Guarantee (PROFORMA-T)** on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and
- (iv) A certificate from the statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the date of techno-commercial bid opening.

3.2 **The Net Worth** of bidder must be positive **for the accounting year preceding the original bid closing date.**

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

- 3.2.1 If the bid is from a Consortium of companies, then the net worth of all the consortium partners individually should be **positive** for the accounting year preceding the original bid closing date.

3.3 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** (If Central Board of Direct Taxes (CBDT) grants any extension, the same will be applicable) 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 as on the Original bid closing date as per format enclosed vide **Proforma-L2**.

Notes to 3.0 (FINANCIAL EVALUATION CRITERIA):

- (i) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
 - (a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-L1**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.

OR

- (b) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (ii) 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.
- (iii) 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 (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

4.0 DOCUMENTS:

Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (i) to (iii) in support of fulfilling all the requirements along with their un-priced techno-commercial Bids.

- (i) **Rig offered:** Documents relating to rig package already in possession or proposed to own/lease along with the proof of vintage (as per clause 2.7.4 above) and residual life (as per clause 2.7.5 above), description and complete technical specifications etc.
- (ii) **Drilling experience of bidder:**
- (a) Statement to be furnished by the bidder in a tabular form along with copies of contracts/work-orders along with completion certificates/ payment certificates issued by the clients. **(as per Annexure-IX).**
- (b) End of well reports and/or Daily report or any other document(s) issued by the client(s) in confirmation of number of wells and well depth as per clause no. 2.1 (b) above. For certificates against Clause No. 2.1 (b), in case the bidder is unable to provide documents for any reason(s), a declaration signed by the CEO / Holder of Power of Attorney on behalf of the bidder that the bidder has the experience of drilling minimum 05 wells with a Drilling rig of minimum 2000 HP and out of which atleast 01 well is of 4500m+ as called for in this tender shall have to be submitted along with the bid.
- (c) Bidder while submitting the documents in support of their experience vide Clause 2.1 above shall also submit details of experience and past performance of the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), or Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the technical bid.
- (d) In support of BEC criteria of the offered Rig (with more than 05 (five) years of vintage) being in operation for minimum 03 months at a stretch in last 05(Five) years reckoned from the original Bid closing date (as per Clause 2.1 (c) above), the bidder must submit, in addition to the Contract agreement and

Completion Certificate, the DPR (Drilling Progress Report) as per IADC or equivalent Format/ End of Well Report, duly signed by their client

- (iii) Details of bidder's Health, Safety and Environmental Management Policy Manual together with a copy of Safe Operating Practices (SOP) of all rig operations.

Notes:

1. Bid without the above listed documents or information shall be rejected.
2. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.
3. All the documents submitted towards compliance of BEC should be verified and certified by TPI as per Clause No. 7.6 below.

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1 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.
- 5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 5.3 Bids must be **valid for 120 days**. Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.
- 5.4 **Bid Security is not applicable against this tender.** However, bidders shall submit along with their bid a signed "**Bid Security Declaration**" (**Proforma-E**) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 5.5 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.
- 5.6 Bids submitted after the Bid Closing Date and Time will be rejected.
- 5.7 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

- 5.8 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.
- 5.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 5.10 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.
- 5.11 Any Bid containing false statement will be rejected.
- 5.12 Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 5.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 5.14 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
- 5.15 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[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.**

6.0 DELETED

6.2 PRICE BID EVALUATION CRITERIA:

Qualified Bids (securing minimum marks under each category and meeting the minimum Qualifying Marks of 21 in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation

Criteria mentioned above shall be considered for Price evaluation as per the Evaluation Criteria given below:

- 6.2.1** The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section-IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.2.2** In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- 6.2.3** **Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.**
- 6.2.4** Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.
- 6.2.5** The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.
- 6.2.6** Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.
- 6.2.7** Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates:
- (a) **Mobilization charges** for the rig package should not exceed 7.5% (seven and half percent) of the total estimated Contract cost as per Clause 6.2.8 including Mobilisation charges. However, mobilization charges if quoted in excess of 7.5 % of the total estimated Contract cost including Mobilisation charges, the excess amount shall be paid at the end of the contract.
 - (b) Payment towards **Standby Day Rate (SDR)** shall be 90% (ninety percent) of the Operating Day Rate (ODR).
 - (c) Payment towards **Rig Repair Day Rate (RRDR)** and **Stack Day Rate (STDR)** each shall be 50% (Fifty percent) of Operating Day Rate (ODR).
 - (d) Payment towards **Force Majeure Day Rate (FMDR)** shall be 50% (fifty percent) of Operating Day Rate (ODR).
 - (e) Payment towards **ETP Day Rate (ETP-DR)** shall be 5% (five percent) of Operating Day Rate (ODR).
 - (f) **Demobilization Charges** should not be less than 2% (two percent) of the estimated total Contract cost. In case de-mobilization charges is quoted less than 2% of the estimated total Contract cost, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

6.2.8 Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (Proforma-B) by taking into account the summation of the following:

TOTAL ESTIMATED CONTRACT COST (TECC) FOR THE RIG FOR 3 YEARS CONTRACT DURATION (including GST and all other Taxes & Duties):

$$\text{TECC} = \text{TM} + \text{TD} + \text{TODR} + \text{TILMO} + \text{TILM1} + \text{TKILM} + \text{GST (quoted)}$$

Where,

- (a) Total 'Mobilization Charges (M)' for Rig, **TM = M x 1**
- (b) Total 'Demobilization Charge (D)' for Rig, **TD = D x 1**
- (c) Total 'Operating Day Rate (ODR)' for Rig, **TODR = ODR x 985 days**
- (d) Total Inter-Location Movement charge (Cluster location) Lump sum for Rig, **TILMO = ILMO x 3**
- (e) Total 'Inter-location Movement Charges (ILM1)' for Rig, **TILM1 = ILM1 x 5**
(For movement within a distance of 30 Kms)
- (f) Total 'Inter-location Movement Charges on Kilometre Basis (KILM) for Rig, **TKILM= KILM x 1500** (For movement in excess of 30 Kms)

NOTE: The above items are defined in Schedule of Rates/Price bid format.

6.2.9 CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 alongwith List-33 of the said notification has been amended vide Customs notification no. 02/2022-Customs dated 01.02.2022.

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.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing under List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of the Customs Notification no. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those

items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract under this tender as per **Proforma-A** prudently alongwith their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.

Note:

i. **The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/ previous amendments.** However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of bid closing will be applicable.

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

6.3 INTER SE-RANKING OF THE QUALIFIED BIDS:

6.3.1 To ascertain the inter-se-ranking, the price comparison of the responsive bids will be made on Total Estimated Contract Cost, i.e., **TOTAL ESTIMATED CONTRACT COST (TECC) FOR THE RIG FOR 3 YEARS CONTRACT DURATION (including GST and all other Taxes & Duties)** on the rates quoted by the bidders in the PRICE BID FORMAT as per **Proforma-B**, as mentioned in clause 6.2.8 above.

6.3.2 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format as per '**Proforma-B**'

6.3.3 **Based on the price bid evaluation of techno-commercially qualified bidders, the contract will be awarded to L-1 bidder.**

7.0 GENERAL NOTES:

7.1 In case bidder takes exception to any clause of Bid Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.

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

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

7.4 **SUBMISSION OF FORGED DOCUMENTS:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-M**.

7.5 **PURCHASE PREFERENCE CLAUSES:**

7.5.1 **Purchase Preference to Micro and Small Enterprises:**

a. Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DLE16062021-227649 DATED 16th June, 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June 2020 shall continue to be valid only for period up to the 30th day of June, 2022.

b. 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.

c. 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.

d. DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

i) Udyam Registration Number with Udyam Registration Certificate.

OR

ii) Proof of registration 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 Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by

the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.

- e. Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of technical collaborators will be eligible for the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE unit.

7.5.2 Purchase Preference Policy – Linked with Local Content (PP-LC)

Purchase preference policy linked with Local Content (PP-LC)-Amended notified vide **Letter No. FP-20013/2/2017-FP-PNG-Part(I) (E-36682) dated 23.02.2022** shall be applicable in this tender. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- a. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. **FP-20013/2/2017-FP-PNG-Part(I) (E-36682) dated 23.02.2022** or subsequent amendments, if any.
- b. Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- c. Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- d. 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'.
- e. In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

7.6 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:

7.6.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

- 7.6.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 7.6.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 7.6.4 The methodology of inspection/verification of documents is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
 - (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
 - (c) Verification of documents (but not limited to) are normally categorised as under:
 - i. **General Requirement:**
 - Check Bidder's PAN Card

- Check Bidder's GST Certificate
- Check ITR of Bidder
- Check Bidder's Certificate of Incorporation/ registration under the Applicable Act – Domestic Bidder.

ii. Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

iii. Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

iv. Financial Criteria

- Check and verify Audited Balance Sheet/CA certificate
- To check the Line of Credit, if incorporated in the tender.

Notes:

- If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**
- Undertaking from TPI Agency as per format (Proforma-Q) enclosed should be submitted along with the Bid.**

7.7 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 the provisions of the Act shall attract penal action under the Act.

&&&&

(To be submitted on the bidder's letterhead)

To
HOD (FRONTIER BASIN)
OIL INDIA LIMITED
DULIAJAN-786602

**SUB: UNDERTAKING REGARDING CAT IV INSPECTION OF MAST AND
SUBSTRUCTURE OF RIG WITH VINTAGE BEYOND 15 YEARS**

[Ref.: Clause No. 2.7.4 (b) of Part-2: BEC/BRC of Tender No. CNG8561P22]

Sir,

We hereby undertake to conform to the followings prior to mobilisation of Mast and Sub-structure, in case the contract is awarded to us:

1. The Mast and Sub-Structure shall be **CAT IV inspected as per API RP 4G and re-certified by the OEM** (Original Equipment Manufacturer) to meet the tender requirements.
3. Re-certification done by OEM shall remain valid for the minimum duration of the Contract i.e. 3 +1 years from the date of completion of mobilisation.

The CAT IV Inspection Report and re-certification by OEM shall be submitted for acceptance by OIL prior to mobilisation of the Mast and Substructure.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by the person holding Power of Attorney to sign the bid.

To

**ED (FB)
Oil India Limited
Duliajan-786602**

Sub: Undertaking for Mobilization

I, (Name of the firm.....) hereby agreed, that I will complete mobilization within **240 (two hundred and forty) days from the date of Mobilisation Notice from OIL after issuance of Letter of Award (LOA)**. I, further, declare that equipment and personnel deployed against this contract will be in compliance with vintage criteria and experience respectively specified in the Contract document.

The date on which Contractor's Rig & accessories along with the personnel, tools and equipment etc. are properly positioned at the drilling location, rig up operation is completed and **the well is actually spudded in will be treated as completion of mobilization.**

I am liable for appropriate action as in accordance with the Company's rules in case any of the above information is found to be false.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder

**JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS
FINANCIAL STANDING**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s [Name of JV member with more than 50% stake] a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ [Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s _____ [Complete Name of JV member with more than 50% stake] and whereas M/s _____ [Complete Name of JV member with more than 50% stake] represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms it hold (in percentage, should be more than 50%) stake in the M/s _____ [Name of the incorporated Joint Venture Company].
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is minimum INR for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s _____ [Name of the incorporated Joint Venture Company].

The Guarantor represents that:

- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to [Name of the incorporated Joint Venture Company].
- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s _____ [Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of the bidder M/s	For and on behalf of M/s (Name of JV member with more than 50% stake)
<u>Witness:</u> 1. 2.	<u>Witness:</u> 1. 2.