

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

AMENDMENT NO. 7 DATED 22.10.2021 TO E-TENDER NO. CNI7579P22 for ‘Hiring of 1400HP rig package for 2 years (with provision of 1-year extension) for Drilling in Dima Hasao (OALP-III) and Karbi Anglong (NELP-IX) Blocks’.

This Amendment to Tender No. CNI7579P22 is issued to notify the following changes:

A. Extension of dates:

- Last Date of Bid Submission extended up to **01.11.2021 (11:00 Hrs IST)**
- Date of Technical Bid Opening extended up to **01.11.2021 (14:00 Hrs IST)**

B. Changes/Additions/Deletions in tender clauses:

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
FORWARDING LETTER			
1.	2.0 (j) Mobilization Time (Page 3)	150 (One hundred and fifty) days from the date of Mobilisation Notice after issuance of Letter of Award (LOA)	180 (One hundred and eighty) days from the date of Mobilisation Notice after issuance of Letter of Award (LOA)
Part-2: BEC/BRC			
The revised BEC/BRC has been enclosed herewith vide Annexure-I			
Part: 3, Section-II: Terms of Reference/Technical Specifications			
2.	7.0, Sub-Clause 7.1 (A) (Page 87)	MAST AND SUBSTRUCTURE: Swing lift cantilever type self-elevating mast and substructure with clear height of 142 ft. to 147 ft.	MAST AND SUBSTRUCTURE: Swing lift cantilever type self-elevating mast and substructure with clear height of 142 ft. to 150 ft.
3.	7.2, 1. A). BOP STACKS/SPOOLS (i) (Page 96)	21.1/4" / 20.3/4", 2M or 3M Annular BOP (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only), 1 no. with bottom flange/adopter flange to fit with 20.3/4" 3M working pressure, drilling spool.	21.1/4" / 20.3/4", 2M or 3M Annular BOP (Cameron/Cameron-Schlumberger/ Shaffer/Shaffer - NOV /Hydril/Hydril- GE/ WOM only) , 1 no. with bottom flange/adopter flange to fit

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			with 20.3/4" 3M working pressure, drilling spool.
4.	7.2, 1. A). BOP STACKS/SPOOLS (iii) (Page 97)	13.5/8" x 10000 psi Annular/Spherical BOP (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only), 1 No. with top & bottom flange of 13.5/8" x 10 M Working Pressure.	13.5/8"x10000 psi Annular/Spherical BOP (Cameron/Cameron- Schlumberger/ Shaffer/Shaffer - NOV /Hydril/Hydril- GE/ WOM only) , 1 No. with top & bottom flange of 13.5/8" x 10 M Working Pressure. Or 13.5/8"x5000 psi Annular/Spherical BOP (Cameron/Cameron- Schlumberger/ Shaffer/Shaffer - NOV /Hydril/Hydril- GE/ WOM only) , 1 No. with top & bottom flange of 13.5/8" x 10 M Working Pressure. AND One (1) single ram BOP, 13.5/8" x 10000 psi (Cameron/Cameron- Schlumberger/ Shaffer/Shaffer - NOV /Hydril/Hydril- GE/ WOM only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.
5.	7.2, 1. A). BOP STACKS/SPOOLS (iv) (Page 97)	One double ram BOP, 13.5/8" x 10000 psi (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.	One double ram BOP, 13.5/8" x 10000 psi (Cameron/Cameron- Schlumberger/ Shaffer/Shaffer - NOV /Hydril/Hydril- GE/ WOM only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.
6.	7.2, 1. A). BOP STACKS/SPOOLS (v) (Page 97)	One double ram BOP 7.1/16" x 10000 psi (Cameron/Shaffer/Hydril/Control Flow/Worldwide Oilfield Machine INC (WOM)/FMC Technologies Singapore Pvt Ltd make only) having top and bottom connection of 7.1/16" x 10 M flange, with side outlets (4 Nos.) complete with ring joint gaskets, studs & nuts and with 2.7/8" pipe and blind rams, one pair each.	One double ram BOP 7.1/16" x 10000 psi (Cameron/Cameron- Schlumberger/ Shaffer/Shaffer - NOV /Hydril/Hydril- GE/ WOM only) having top and bottom connection of 7.1/16" x 10 M flange, with side outlets (4 Nos.) complete with ring joint gaskets, studs & nuts and with 2.7/8" pipe and blind rams, one pair each.

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
7.	7.2, 2. A) (Page 101)	<p><u>DRILL PIPE / PUP JOINT</u></p> <p>OIL prefers new/unused Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization for new/unused drill pipes & drill pipe pup joints. However, Premium grade drill pipes & drill pipe pup joints with successful NDT inspection report not older than one year on the date of mobilization, as per API standard by Govt. authorized registered agency with documentary evidence may be offered. OIL reserves the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non-acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re-inspect the whole drill pipes and drill pipe pup joints in presence of OIL's representative at their own cost.</p>	<p><u>DRILL PIPE / PUP JOINT</u></p> <p>Contractor shall provide new/unused Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization. However, Premium grade drill pipes & drill pipe pup joints with recent NDT inspection as per API standard (DS 1 Cat 3 Inspection) with documentary evidence are to be offered. But, OIL reserves the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non-acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re-inspect the whole drill pipes and drill pipe pup joints in presence of OIL's representative at their own cost.</p>
8.	7.2, 2. A) (i) (Page 101)	Minimum 2800 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.	Minimum 3200 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.
9.	7.2, 2. F) (e) HYDRAULIC / PNEUMATIC TUBULAR HANDLING TOOLS, (ii) b) (Page 106)	Spinning chain device with suitable length of spinning chain on rig floor to be provided.	Deleted
10.	7.2, 2. M. b. Contractor's Responsibility (iv) (Page 109)	The contractor must provide at their cost, equipment & services of the following minimum number (Vintage of items not more than 5 years):	The contractor must provide at their cost, equipment & services of the following minimum number: a. Sufficient numbers of

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
		<p>a. Sufficient numbers of Diesel Hydraulic, Truck mounted Telescoping Boom mobile crane of suitable capacity during rig up /rig down & inter-location movements of Rig package.</p> <p>b. Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.</p> <p>c. Minimum 1 no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 40 Tonne minimum capacity to be made available at all times at well site.</p> <p>d. During Inter-location Movement, any left-out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.</p> <p>e. For inter location movements the contractor shall arrange for shutdown/ ground clearance/ raising of lines (if required) of Electrical overhead lines belonging to third parties viz. state electricity board (APDCL), tea gardens etc.</p> <p>f. The contractor is solely responsible for any damage to existing Electrical infrastructure belonging to third parties viz. state electricity board (APDCL), tea gardens etc. resulting from the movement of the contractor's vehicle during ILM. In case of such damage, contractor is fully</p>	<p>Diesel Hydraulic, Truck mounted Telescoping Boom mobile crane of suitable capacity during rig up /rig down & inter-location movements of Rig package.</p> <p>b. Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.</p> <p>c. Minimum 1 no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 40 Tonne minimum capacity to be made available at all times at well site.</p> <p>d. During Inter-location Movement, any left-out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.</p> <p>e. For inter location movements the contractor shall arrange for shutdown/ ground clearance/ raising of lines (if required) of Electrical overhead lines belonging to third parties viz. state electricity board (APDCL), tea gardens etc.</p> <p>f. The contractor is solely responsible for any damage to existing Electrical infrastructure belonging to third parties viz. state electricity board</p>

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
		responsible for repairing of the damaged Electrical infrastructure.	(APDCL), tea gardens etc. resulting from the movement of the contractor's vehicle during ILM. In case of such damage, contractor is fully responsible for repairing of the damaged Electrical infrastructure.
11.	7.2, 2. N. OTHER PROVISIONS TO BE PROVIDED BY CONTRACTOR, a) (i) (Page 111)	The contractor shall provide, at his cost a barytes loading platform with shed to facilitate storing and mixing of mud chemicals at well site. The size of the platform should be 700-800 sq, ft. to accommodate around 30 MT of Barites and 10 MT of Bentonite. The loading and unloading of materials in the shed and in the barytes and bentonite mixing hopper shall be done by the contractor.	The contractor shall provide, at his cost a barytes loading platform with shed to facilitate storing and mixing of mud chemicals at well site. The size of the platform should be 700-800 sq, ft. to accommodate around 60 MT of Barites and 30 MT of Bentonite. The loading and unloading of materials in the shed and in the barytes and bentonite mixing hopper shall be done by the contractor.
12.	7.3, A. MUD SYSTEM b) (ii) (Page 113)	Linear Motion Mud Cleaner, capable of handling at least 1000 GPM [1.08 sp. Gravity water/ polymer-based mud], having screen size up to API 325 mesh size with Desander & Desilter installed over it or 3 nos of Linear Motion Shale Shaker with separate Desander, Desilter and 2 nos of Centrifuges in the mud system (Underflow of Desander & Desilter diverted over the shaker screen) having the following capacities:	Linear Motion Mud Cleaner, capable of handling at least 1000 GPM [1.08 sp. Gravity water/ polymer-based mud], having screen size up to API 325 mesh size with Desander & Desilter installed over it (Underflow of Desander & Desilter diverted over the shaker screen) having the following capacities:
13.	7.6, I. (Page 128)	<u>COLD CASING CUTTING SERVICES:</u> The Contractor shall provide cold casing cutting services, if necessary, to cut casing at well head after setting slip seal assembly.	<u>CASING CUTTING SERVICES:</u> The Contractor shall provide conventional casing cutting services, if necessary, to cut casing at well head after setting slip seal assembly.
14.	7.6, O. PERSONNEL TO BE DEPLOYED, I. (Sl. No. 15 of table) (Page 132)	Telephone Attendant	Deleted
15.	7.6, O. III. KEY PERSONNEL	Should have work experience in deep drilling oil / gas wells, for minimum 10 years, of which at	Should have work experience in deep drilling oil / gas wells, for minimum 10 years (for

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
	a. Rig Manager/Rig Superintendent (ii). a. (Page 132)	least 5 years should be in a senior management level	engineering graduate) or 12 years (for engineering diploma/science graduate) , of which at least 5 years should be in a senior management level
16.	7.6, O. III. KEY PERSONNEL b. Tool Pusher iii). a. (Page 133)	Should have work experience in deep drilling oil / gas wells, for minimum 10 years, of which at least one year as tool pusher in exploratory & development wells.	Should have work experience in deep drilling oil / gas wells, for minimum 10 years (for engineering graduate) or 12 years (for engineering diploma/science graduate) , of which at least one year as tool pusher in exploratory & development wells.
17.	7.6, O. III. KEY PERSONNEL c. TOUR PUSHER/ NIGHT TOOL PUSHER ii). a. (Page 133)	Should have work experience in deep drilling oil / gas wells, for minimum 7 years, of which at least one year as tool / tour pusher in exploratory & development wells.	Should have work experience in deep drilling oil / gas wells, for minimum 7 years (for engineering graduate) or 9 years (for engineering diploma/science graduate) , of which at least one year as tool / tour pusher in exploratory & development wells.
18.	7.6, O. III. KEY PERSONNEL d. DRILLER (Page 134)	i) Qualification: Graduate in Science or three years Diploma in Engineering. ii) Experience: a. Should have work experience in deep drilling oil / gas wells, for minimum 5 years, of which at least one year as Shift in charge /Driller of exploratory & development wells. b. Should be conversant with working in diesel electrical rigs/supplied rig. c. Should be conversant with mud chemicals & maintenance of mud property.	i) Qualification & Experience: BE/B Tech with 5 years' experience including 2 years as driller in drilling rig. OR B.Sc /Diploma in Engineering with 7 years' experience including 3 years as driller in drilling rig. OR 10+2 or equivalent with 10 years' experience including five years as driller in drilling rig. ii) a. DELETED b. Should be conversant with working in diesel electrical rigs/supplied rig. c. Should be conversant with mud chemicals & maintenance of mud property.
19.	7.6, O. III.	i) Qualification: SSC / HS / PU /	i) Qualification & Experience:

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
	<p>KEY PERSONNEL e. ASSISTANT DRILLER</p> <p>(Page 134)</p>	<p>I. Sc. or equivalent.</p> <p>ii) Experience:</p> <p>a. Should have work experience in deep drilling oil / gas wells, for minimum 4 years, of which at least one year as Asst. Driller / Headman of exploratory & development wells.</p> <p>b. Should be conversant with working in diesel electrical rigs/supplied rig.</p> <p>c. Should be conversant with mud chemicals & maintenance of mud property.</p>	<p>BE/B Tech with 1 years' experience in drilling rig. OR Diploma in Engineering/ Science Graduate with 2 years' experience in drilling rig including one year as Asst. Driller. OR 10+2 or equivalent with 4 years' experience in drilling rig including 1 year as Asst. Driller.</p> <p>ii) a. DELETED</p> <p>b. Should be conversant with working in diesel electrical rigs/supplied rig.</p> <p>c. Should be conversant with mud chemicals & maintenance of mud property.</p>
20.	<p>7.6, O. III. KEY PERSONNEL p. HSE Officer (i)</p> <p>(Page 138)</p>	<p>Should be of sound health and have work experience in an E & P Company of about 1 year</p>	<p>Should be of sound health and have work experience in a Drilling Company (Contractor or Operator) of about 1 year</p>
21.	<p>7.6, O. III. KEY PERSONNEL Note:</p> <p>(ADDITIONAL NOTES INSERTED)</p> <p>(Page 141)</p>	<p>NOT AVAILABLE</p>	<p>m) The Contractor shall have to give preference for deployment of local labourers, wherever possible. The Contractor shall have to comply with all types of statutory labour related issues like wages etc applicable in Assam/Autonomous Councils (whichever in application) for unskilled, semi-skilled and skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract. Any statutory escalation on labour wages shall be to Contractor's account.</p> <p>n) Autonomous Councils are the Administrative</p>

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
			<p>Authority with legislative, executive and financial powers in the Autonomous districts where drilling activities are proposed to be carried out by the Company. As per requirement of the said Administrative Authorities, the bidder may be required to additionally engage a maximum of 5 skilled/ semi-skilled local persons against commensurate remuneration, purely on a district specific temporary basis, for on the job familiarization of Drilling operations at site during day lights only. The Bidder shall follow HSE guidelines for these temporarily engaged persons.</p>
Part-3, Section-III: Special Conditions of Contract			
22.	2.2 (Page 142)	The contractor will advise readiness for commencement of mobilization / shipment to company after the <u>commencement</u> date, at least 3 days before actual mobilization / shipment commences.	The contractor will advise readiness for commencement of mobilization / shipment to company after the effective date , at least 3 days before actual mobilization / shipment commences.
23.	6.9 (Page 146)	Payment of monthly invoices, if undisputed, shall be made within 45 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to two months) may occur.	Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to two months) may occur.
24.	11.3 C) a) (Page 152)	Except as otherwise specifically provided in the Contract, any damage to or loss, of the Drilling Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates, agents, employees, invitees, servants, their underwriters or insurers (other	Except as otherwise specifically provided in the Contract, any damage to or loss, of the Drilling Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates, agents, employees,

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
		than Contractor's) and their employees, agent from any claim whatsoever or responsibility for any damage to or	invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent from any claim whatsoever or responsibility for any damage to or loss of the Drilling Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.
25.	11.3. I) NEW CLAUSE (Page 156)	NOT AVAILABLE	I) LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT: a.) Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct on the part of the contractor for loss or damage to the contractor's equipment / tool in hole below rotary table. Company shall at its option either reimburse the contractor for the value of lost equipment / tool as declared in the import invoices at the time of mobilization or subsequent replacement / addition of the same equipment / tool or CIF value whichever is lower for any such loss or damage, less depreciation @3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment / tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after contractor submits the

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
			<p>self-declaration form as per the sample format attached (annexure). For any such loss / damage, the contractor shall notify the Company within one month. The inspection of recovered from downhole need to be made by Company representative before submission of the invoice by contractor.</p> <p>NOTE to a):</p> <p>The claim on account of Loss / Damage should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier. OIL shall certify the Loss / Damage in Hole immediately upon receiving the intimation from the contract, so that replacement and claiming of Loss / Damage can be done within stipulated time.</p> <p>b) DOCUMENTATION OF LOSS:</p> <p>Whenever any loss, damage or destruction to any of the contractor's equipment occurs, as stated in Clause above, the Contractor shall immediately notify the same to OIL describing the loss / damage. Whenever the contractor makes any claim pursuant to the provisions under the above clause, the contractor shall furnish in support thereof as noted below:</p> <ul style="list-style-type: none"> a) List of the equipment lost or damaged. b) Extent of the damage. c) Particulars of import, customs assessed bill of entry & invoices.

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
			<p>d) Vouchers, invoices or any other documents indicating the date of first use of the equipment in India.</p> <p>e) Costs of repairs, if any, supported by evidence of the same.</p> <p>f) Documentary evidence or self-declaration as per format provided that the particular tool(s) / equipment in question is / are not covered by Contractor's insurance.</p> <p>g) Approval from Contractor's competent authority for writing off the LIH item in the books of contractor.</p>
26.	16.1, CONTRACTOR'S SPECIAL OBLIGATIONS, Clause 8. NEW CLAUSE (Page 170)	NOT AVAILABLE	The Contractor shall have to obtain necessary clearances / licenses, if any, from the respective Autonomous Councils (made under the 6 th schedule of Constitution of India) for undertaking their assigned activities as per the Contract after issuance of LOA.
Part-3, Section-IV: Schedule of Rates			
27.	6.1 (a) (Page 182)	Fixed Charge (Lumpsum) for Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 15 m.	Fixed Charge (Lumpsum) for Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 18 m.
PROFORMAS AND ANNEXURES			
28.	PROFORMA-X (Page 210)	As per Tender Document	Kindly find the REVISED Proforma-X enclosed herewith.
29.	PROFORMA-AB RIG INSPECTION CERTIFICATE (to	NOT AVAILABLE	Kindly find the PROFORMA-AB (RIG INSPECTION CERTIFICATE) enclosed herewith.

Sl. No.	Clause No.	Original Tender Clause	Amended Clause
	be issued for each Rig by TPI Agency) [Refer Clauses 3.1.2.4 and 3.1.2.5 of Part-2 BEC/BRC]		
30.	PROFORMA- M Integrity Pact (Page 199)	As per Tender Document	Kindly find the Revised Proforma-M enclosed herewith.
31.	PROFORMA-Z Proforma Against QCBS (Page 212)	As per Tender Document	Kindly find the Revised Proforma-Z enclosed herewith.

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

PART-2
REVISED BID EVALUATION CRITERIA / BID REJECTION CRITERIA
(BEC/BRC)

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 Bidder must be incorporated in India and must have more than 20% local content for the offered services.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020** of MoPNG shall be applicable as per the Notification(s) and any amendment thereof.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

Note: A copy of Certificate of Incorporation must be provided along with the Bid. Also, bidder must mention the percentage of local content in their technical bid along with requisite certificates (self declaration & certificate of statutory auditors, CA etc.) as per provision of PPLC notified by MoPNG as mentioned above.

2.2 Experience:

The Bidder must meet the following experience criteria in the last seven (07) years preceding the Original Bid Closing Date:

- (a) Minimum 01(one) year continuous experience of providing drilling services with minimum 1400 HP rig capacity on charter hire basis against a single Contract.
- (b) Drilling of at least **05 (five) Nos.** oil/gas wells with drilling rig of minimum **1400 HP** capacity out of which *at least* one well should be of depth range 3500 Mtrs. minimum.
- (c) 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.

Note:

- (i) Bidders must submit documentary evidence as:

Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. 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 prior to mobilization of the rig on its own or through any one of third party inspection agency as mentioned earlier.

2.2.1 In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in clause 2.1 above), the following requirements must be satisfied by the Bidder:

- (a) The leader of the consortium has to satisfy the minimum experience requirement as per clause 2.2 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.
- (c) 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.
- (d) The Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (e) 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.
- (f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

- (g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (h) 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 offer.
- (i) 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.
- (j) **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.
- (k) **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.
- (l) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.
- (m) 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 for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (n) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.

2.2.2 In case, the Bidder is an Indian Company/Indian joint venture Company, then the lead bidder should meet the experience criteria (a) to (c) of Clause No. 2.2 above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum experience criteria as per clause 2.2(a) to (c) above may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Indian company/Indian joint venture company must meet the financial criteria under Clause No. 3.1 below. Additionally, all the joint venture members shall individually meet the Financial criteria mentioned in sub-para 3.2 below.

2.2.3 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU) with their technical collaborator/ joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.

- 2.2.4 The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause No. 2.2 (a) to (c) above. The experience of the Technical Collaborator /Joint Venture with other firm(s) will not be qualified.
- 2.2.5 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.

NOTE: In case the contract is awarded based on the bid submitted as per Clause 2.2.2 & 2.2.3 above, in order to meet the commitment from the Technical collaborator / Joint Venture partner - all key personnel above and including the rank of Driller shall be from the pay roll of the Technical collaborator / Joint Venture partner for the full duration of the project.

2.3 Drilling Rig:

The Bidder shall be in possession of the rig offered either owned or leased. 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. However, brand new Rig which is proposed to be purchased but not readily available at the time of Bid closing date shall not be acceptable.

2.3.1 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) In case of leased rig (*Sub Leased Rig will not be accepted*)/proposed purchase of rig, the bidders who do not own the Rig at the time of submission of bid are required to submit along with Techno-commercial (un-priced) Bid, the Memorandum of Understanding/ Agreement of lease/purchase document of rig, concluded with the owner of the rig, especially for this Tender, with documentary proof of ownership of the rig in the form of registration certificate of the rig. The above MOU/Agreement must be valid at least through validity of the bid with a specific stipulation that in the event of an award of contract by Company against this tender, the MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.
- (iv) Bidder shall offer not more than **two rigs** against their quote for one rig. Bidder shall identify the rig giving complete technical details for evaluation along with copy of MOU/Agreement for this tender. Bidders will have to mobilise the rig out of these identified rigs, which are found acceptable to OIL. Offer beyond two rigs will not be considered for evaluation (Only 1st two options, option 1 and 2 will be considered for evaluation). Bidders will have to mobilise the rig out of these identified rigs, which are found acceptable to OIL.
- (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 would be techno-commercially evaluated. The bidder can mobilize rig that is found techno-commercially acceptable by OIL, but the name 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.

(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 minimum one day 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 availability of Rig will not be considered for price bid opening and would not be considered for award of contract also.

2.3.2 The individual horsepower rating of the rig(s) offered should be minimum 1400 HP. Further the rig(s) offered should be Diesel Electric (AC-SCR or AC-VFD), having self-elevating mast and sub-structure (as per API standard) and also suitable for cluster location (1 + 3 Wells). The detail of the rig(s) is given in Section-II in Bid Document. Spacing between wells at surface on cluster well plinth is 18m (approx.). Bidders must confirm compliance of the same.

2.3.3 **(DELETED)**

2.3.4 **Vintage:** The offered Rig(s) should not be more than 15 years old as on the original bid closing date and for compliance of this clause, following major rig components/equipment shall be considered:

- a. Mast and sub-structure including draw-works
- b. Mud pumps
- c. Rig engines
- d. Power Control Room (PCR)

For Vintage calculation, the oldest item(s) among the above will be considered.

Bidders must submit the certificate of year of manufacture from the Rig manufacturer/ OEM. Further, the offered rig should be in operation for minimum 03 months at a stretch in last 07 (Seven) years reckoned from the original Bid closing date, in case of already available rig. However, in case of rigs with less than 07 (Seven) years of vintage, this requirement will not be applicable. The bidder must submit an **Undertaking** (in Bidder’s Official Pad) and copy(s) of Contract Agreement(s) as documentary evidence towards compliance of the same.

2.3.5 **Residual life:** The offered drilling rig 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 agency as per **Rig Inspection Certificate (Proforma-AB)** along with techno-commercial (un-priced) bid:

- (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.

- 2.3.6 The rig should be capable of drilling wells fulfilling “Scope of Work” and conforming to the technical specifications as laid down in the bid document.
- 2.3.7 The bidder shall submit the lay-out drawing of the offered rigs in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 15 days from the date of issue of Letter of Award.
- 2.3.8 **Mobilization Period:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within **180 days from the date of Mobilisation Notice from OIL after issuance of Letter of Award (LOA) [refer Proforma-S]**. Payment towards mobilisation of the rig package shall not exceed 7.5% of the total contract price for 2 years. However, mobilization charges if quoted in excess of 7.5% of the estimated contract cost, the excess amount shall be paid at the end of the contract. 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.**
- 2.4 Offers indicating mobilization time more than **One Hundred Eighty (180) days** from the date of issue of Letter of Award (LOA) will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.
- 2.5 **Key personnel:** The bidders must submit an Undertaking confirming to provide the key personnel with requisite experience and qualification as specified in **Clause 7.6(O) (Personnel to be deployed) under Section-II, Terms of Reference** of Bid Document. Rig Manager/Rig Superintendent, Tool Pusher, Night Tour Pusher, Drillers and Assistant Drillers should possess valid International Well Control Forum (IWCF) certificates at appropriate levels and should be fluent in English.
- 2.6 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.
- 2.7 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.
- 2.8 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 as per **Proforma-T**, in support of experience laid down at para 2.2 above. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the Techno-commercial (Un-priced) Bid as per **Revised Proforma-X**.

2.9 Bid Quality Evaluation:

The marks allocated against various sub-sections under Quality of Bid for evaluation of QCBS Score shall be as below:

- (a) Broad classification:

Sl. No.	Quality Criteria	Marks
1	Bidder's Experience - No. of Years	15
2	Bidder's Experience - No. of wells drilled	10
3	Bidder's Experience - No. of high depth (>3500m) wells drilled	5
4 (i)	Education Qualification of Rig Manager-1 / Rig Superintendent-1	2
4 (ii)	Experience of Rig Manager-1 / Rig Superintendent-1	3
5 (i)	Education Qualification of Rig Manager-2 / Rig Superintendent-2	2
5 (ii)	Experience of Rig Manager-2 / Rig Superintendent-2	3
	Total	40

Note: Bidder's Experience includes, as the case may be w.r.t. clauses 2.2.1, 2.2.2 & 2.2.4 above:

(b) Breakup of marks shall be as under:

Sl. No.	Quality Criteria	Marks
1	Experience of providing drilling services with Rig of minimum 1400 HP capacity on charter hire basis during last seven (7) years preceding the original bid closing date.	15 (Max)
(a)	Experience in years ≥ 5	15
(b)	Experience in years ≥ 3 but < 5	11
(c)	Experience in years ≥ 1 but < 3	7
2	Number of wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	10 (Max)
(a)	Number of wells drilled ≥ 15 wells	10
(b)	Number of wells drilled ≥ 10 wells < 15	7
(c)	Number of wells drilled ≥ 5 wells < 10	5
3	Number of high depth (>3500m) wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	5 (Max)
(a)	depth (>3500m) ≥ 5 wells	5
(b)	depth (>3500m) ≥ 3 wells < 5 wells	3
(c)	depth (>3500m) ≥ 1 wells < 3 wells	2
4	Submission of Bio-data of Rig Manager(s) / Rig Superintendent(s) (total 2 Nos.) as per the format (Proforma-U) with all required documents meeting the requisite qualification & experience as indicated under Clause 7.6 (O) III. a. of SoW	
4 (i)	Education Qualification of Rig Manager-1 / Rig Superintendent-1	2 (Max)
(a)	Engineering Graduate	2
(b)	B.Sc. or Diploma in Engineering	1

Sl. No.	Quality Criteria	Marks
4 (ii)	Experience of Rig Manager-1 / Rig Superintendent-1	3 (Max)
(a)	Oil Field Experience on Drilling Rig More than 15 years And As mentioned under Clause 7.6 (O) III. a. of SoW	3
(b)	Oil Field Experience on Drilling Rig Between 10 to 15 years And As mentioned under Clause 7.6 (O) III. a. of SoW	2
5 (i)	Education Qualification of Rig Manager-2 / Rig Superintendent-2	2 (Max)
(a)	Engineering Graduate	2
(b)	B.Sc. or Diploma in Engineering	1
5 (ii)	Experience of Rig Manager-2 / Rig Superintendent-2	3 (Max)
(a)	Oil Field Experience on Drilling Rig More than 15 years And As mentioned under Clause 7.6 (O) III. a. of SoW	3
(b)	Oil Field Experience on Drilling Rig Between 10 to 15 years And As mentioned under Clause 7.6 (O) III. a. of SoW	2

Note:

- (i) Since bidder's qualification marks are linked with the qualification & experience of personnel i.e. Rig Manager(s) / Rig Superintendent(s), bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution of the Project. An **Undertaking** in this respect to be provided by the bidder. Bidders are free to quote for multiple persons against Rig Manager(s) / Rig Superintendent(s) meeting the qualification & experience criteria, however, for marking against QCBC, persons with least qualifications will be considered.
- (ii) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.
- (iii) It may be noted that OIL **shall not seek any clarification** against the documents submitted by the bidder to substantiate the QCBS score (quality parameters tabulated above), after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (Document Ref. No., relevant Pg. No. etc.) submitted & (ii) Marks Claimed by the bidder against each Quality parameter, in the format prescribed in **Revised Proforma-Z** and submit the same along with the technical bid.

- (iv) The bids which fulfil all Bid Evaluation Criteria (Technical, Financial & Commercial) shall only be taken up for Quality Based Evaluation/QCBS marking as detailed in para 2.9 above. The bids shall have to meet the Minimum Qualifying Marks of 20 marks in 'Quality' Criteria to be eligible for price bid opening. The Bids meeting all Bid Evaluation Criteria set out herein and scoring the minimum qualifying marks (20 on quality) shall be called 'Qualified Bids' and shall be eligible for price evaluation of the bid..

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 The bidder must have an annual financial turnover of minimum **INR 24,65,60,000.00** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

3.1.1 In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover as stated above under clause 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 **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.

3.2 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 in **Proforma-W**.

Notes to 3.0 (Financial Evaluation Criteria):

(i) For proof of Annual Turnover & Net worth any one of the following document 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-J**. 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.

- (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, the bidder shall have to convert the figures in equivalent INR 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. 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 (a) to (i) 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 (i.e. copy of purchase order and B/L or invoice or any other documentary evidence that can substantiate the date of satisfactory execution of purchase order), 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.
- (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. 2.2 (b) above.
- (iii) **Financial Turnover of Bidder:** Copy of audited Balance Sheets/ Profit and Loss Accounts etc. for the last three (3) accounting years.
- (iv) MOU or legally acceptable documents in support of consortium arrangements/technical collaboration/joint venture arrangements, if any.
- (v) **Residual life** of the rig(s) offered as per para 2.3.5 above.
- (vi) Contractor's general structure and organization, including the branch/sub-division dedicated to specific activities related to the execution of the contract.

- (vii) Details of bidder's Health, Safety and Environmental Management Policy Manual together with a copy of Safe Operating Practices (SOP) of all rig operations.
- (viii) **Resume/CV of Personnel:**
 - (a) Resume/CVs along with copies of certificates in regards to Education qualification, Work experience & IWCF etc. for the Rig Managers/ Rig Superintendents (at least 02 two nos.) should be furnished as per bio-data format along with un-priced Techno-commercial bid for QCBS evaluation.

Note: All submitted copies of certificates in regards to Education qualification, Work experience & IWCF etc. for Rig Managers/ Rig Superintendents should be verified and certified by independent third party inspection agencies as per clause under 7.6 of BEC.
 - (b) Resume/CVs of other key personnel to be involved in the services along with copies of certificates in regards to their Education qualification, work experience & IWCF etc. should be furnished as per bio-data format at least two months prior to completion of mobilization. Bidder must confirm the same in un-priced Techno-commercial bid.
- (ix) The bidder shall submit the layout drawings as specified under clause 2.3.7 above. Also to confirm the submission of foundation design and detailed working drawing & load bearing diagram as per clause no. 2.3.7 above.

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 Certificates and documentary evidences required to be submitted in support of Para 2.0 and 3.0 above should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's / Technical Collaborator's / Consortium partner's/ Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the English translation shall prevail.
4. 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 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 **Revised 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.
- 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) Bid Security Clause
 - (ii) Performance Guarantee Clause
 - (iii) Force Majeure Clause
 - (iv) Tax Liabilities Clause
 - (v) Arbitration Clause
 - (vi) Acceptance of Jurisdiction and Applicable Law
 - (vii) Liquidated damage and penalty clause
 - (viii) Safety & Labour Law

- (ix) Termination Clause
- (x) 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 QCBS 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 Evaluation Criteria mentioned above will be considered for QCBS evaluation as per criteria given below:

6.1 Bids shall be evaluated both in terms of Quality (as per Para 2.9 above) as well as Quoted Price i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for Quality is 40 and the weightage for the Quoted price is 60.**

6.2 PRICE BID EVALUATION:

Qualified Bids (securing minimum marks under each category and meeting the minimum Qualifying Marks of 20 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/parameter, 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** for two (2) years operation. However, mobilization charges if quoted in excess of 7.5 % of the estimated total contract cost, the excess amount shall be paid at the end of the contract.
- (b) Payment towards **Standby Day Rate** shall not exceed 90% (ninety percent) of the Operating Day Rate.
- (c) Payment towards **Rig Repair Day Rate** and **Stack Day Rate** each shall not exceed 50% (Fifty percent) of Operating Day Rate.
- (d) Payment towards **Force Majeure Day Rate** shall not exceed 50% (fifty percent) of Operating Day Rate.
- (e) **Demobilization Charges** for each rig package should not be less than 2% (two percent) of the estimated total Contract value per Rig for two (2) years operation. In case de-mobilization charges is quoted less than 2%, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

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, T =

M + D + TODR + TILMO + TILM1 + TKILM + (TETP-DR) + TML

WHERE,

- i) Total Mobilisation charges, Lump sum, One time only, **M**
- ii) Total Demobilisation charge, Lump sum, One time only, **D**
- iii) Total Operating day rate charge, **TODR = ODR x 650 days**
- iv) Total Inter-Location Movement charge (Cluster location) Lump sum, **TILMO = ILMO x 2**
- v) Total Inter-location movement Charges (for move within a distance of 30 Kms), **TILM1 = ILM1 x 2**
- vi) Kilo-meterage charge during ILM in excess of 30 Km, **TKILM = KILM x 350**
- vii) Total Effluent Treatment Plant day rate charge for emergency use (when Rig is not under operation), **TETP-DR = ETP-DR x 30**
- viii) Total charges for extra meal and accommodation, **TML=ML x 3000**

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, 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.

Note: 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:

To ascertain the inter se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

6.3.1 An **Evaluated Bid Score (B)** will be calculated for each bid, which meets the minimum Qualifying marks as stated above in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{low}/C) * 100 * X + (T/T_{high}) * 100 * Y$$

Where,

C = Evaluated Bid Price of the bidder

C_{low} = The lowest of the evaluated bid prices among responsive bids

T = The total marks obtained by the bidder against *Quality* criteria

T_{high} = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.60 (The weightage for *Quoted price* is 60)

Y = 0.40 (The weightage for *Quality* is 40)

Note: The **Evaluated Bid Score (B)** shall be considered upto two decimal places.

6.3.2 In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria will be given preference and shall be ranked higher. Even then, if there is tie, a draw of lot will be resorted to arrive at the preferred bidder. The bid with the highest Evaluated Bid Score (B) will be recommended for award of contract.

6.3.3 The Contract will be signed with successful bidder for a period of two (2) years with a provision for further extension up to one (1) year more or part thereof on the same rates, terms and conditions at the option of Company. However, Bids will be commercially evaluated Rig- for the initial two (02) years of operations.

6.3.4 If more than one Rig (maximum up to 02 (two) rigs) is offered by a bidder then individual Rigs would be techno-commercially evaluated.

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-V**.
- 7.5 **Purchase Preference Clause for MSE bidders as well Purchase Preference Policy – Linked with Local Content (PP-LC) shall not be applicable against this tender.**
- 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.jhavar@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 Applicable Act in India – 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:

- (i) **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.**
- (ii) **Undertaking from TPI Agency as per format (Proforma-AA) 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.

END OF PART-2

&&&&

DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

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

RIG INSPECTION CERTIFICATE

(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)
(TO BE ISSUED BY BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS)
FOR RIGS (Tender No: CNI7579P22)

The following rig and equipment were inspected physically on _____ (date) and certified as under:

Sl. No.	Description	Details					
1.0	Identification No. of rig						
2.0	Current location of the rig (detailed address telephone & Fax No.						
3.0	Present owner of the rig (Detailed address, telephone & Fax No.)						
4.0	Details of rig / equipment inspected	Details of rig/equipment offered with ID No.	Model/HP/Capacity/Pressure Rating	Whether meets the tender specification	Year of manufacture	Residual life	Remarks of Certifying Agency
4.0.1	Mast Make: Model: Capacity in MT: Height from ground level (in Ft):						
4.0.2	Sub Structure: Capacity in MT: Height from ground level (in Ft):						
4.0.3	NDT of Mast & Substructure						

4.1	Rig engine/ Generators: No. of engine:						
4.1.1	Generators: No. of Generators:						
4..2	Rig Compressors (Electrical)						
4.2.1	Rig Compressors (Cold Start)						
4.3	Draw works:						
4.3.1	Eddy Brake/Disc Brake/Auxiliary Brake						
4.3.2	Rotary Table: Rotary Table opening (in Inch):						
4.4	Travelling Block:						
4.4.1	Crown Block:						
4.4.2	Hook						
4.4.3	Top Drive						
4.4.4	Swivel:						
4.4.5	Kelly:						
4.5	Mud pumps: Qty.:						
4.5.1	Super Charge pump						
4.5.2	Linear Motion Shale Shaker						
4.5.3	Desander						
4.5.4	Desilter						

4.5.5	Degasser						
4.5.6	Centrifuge						
4.5.7	Liner Motion Mud Cleaner						
4.5.8	Instrumentation System						
4.5.9	Stand Pipe Manifold						
4.5.10	Rotary Hose						
4.6.1	Annular BOP:						
4.6.2	BOP: Double Ram/Two Stack BOP with one set Shear cum Blind ram & one set Pipe ram: Manual control: (Y/N)						
4.6.3	BOP Control unit: Hydraulic operated: (Y/N)						
4.6.4	Choke & Kill Manifold						
4.6.5	Remote BOP Panel						
4.6.6	Remote Choke Panel						
4.7	NDT of Tubulars						
4.8	Refurbishment, if any, with date and details of refurbishment.						

The rig after due inspection, is found in good operating / working conditions.

(Signature with name and designation)

Note:

- (1) For the rig / equipment already in existence, the above certificate shall be given by third party inspection agency namely BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS on their letter head in original. Certificate from other agencies shall not be accepted.
- (2) Third party Inspection should be carried out on or after the date of sale of tender document and original inspection documents should be submitted along with the techno-commercial bid.

&&&&&&

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CNI7579P22**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there

be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....
For the Principal

.....
For the Bidder/Contractor

Date :

Witness 1:

Place :

Witness 2:

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

&&&&

PROFORMA FOR QCBS MARKING

Sl. No.	Quality Criteria	Marks	Bidders to indicate the following	
			Marks claimed by the Bidder	Details of submitted Documents (e.g. Document Ref. No., Pg. No. etc.)
1	Experience of providing drilling services with Rig of minimum 1400 HP capacity on charter hire basis during last seven (7) years preceding the original bid closing date.	15 (Max)		
(a)	Experience in years ≥ 5	15		
(b)	Experience in years ≥ 3 but < 5	11		
(c)	Experience in years ≥ 1 but < 3	7		
2	Number of wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	10 (Max)		
(a)	Number of wells drilled ≥ 15 wells	10		
(b)	Number of wells drilled ≥ 10 wells < 15	7		
(c)	Number of wells drilled ≥ 5 wells < 10	5		
3	Number of high depth (>3500m) wells drilled with Rig of minimum 1400 HP capacity during last seven (7) years preceding the original bid closing date.	5 (Max)		
(a)	depth (>3500m) ≥ 5 wells	5		
(b)	depth (>3500m) ≥ 3 wells < 5 wells	3		
(c)	depth (>3500m) ≥ 1 wells < 3 wells	2		
4	Submission of Bio-data of Rig Manager(s) / Rig Superintendent(s) (total 2 Nos.) as per the format (Proforma-U) with all required documents meeting the requisite qualification & experience as indicated under Clause 7.6 (O) III. a. of SoW			
4 (i)	Education Qualification of Rig Manager-1 / Rig Superintendent-1	2 (Max)		
(a)	Engineering Graduate	2		
(b)	B.Sc. or Diploma in Engineering	1		
4 (ii)	Experience of Rig Manager-1 / Rig Superintendent-1	3 (Max)		
(a)	Oil Field Experience on Drilling Rig More than 15 years	3		

Sl. No.	Quality Criteria	Marks	Bidders to indicate the following	
			Marks claimed by the Bidder	Details of submitted Documents (e.g. Document Ref. No., Pg. No. etc.)
	And As mentioned under Clause 7.6 (O) III. a. of SoW			
(b)	Oil Field Experience on Drilling Rig Between 10 to 15 years And As mentioned under Clause 7.6 (O) III. a. of SoW	2		
5 (i)	Education Qualification of Rig Manager-2 / Rig Superintendent-2	2 (Max)		
(a)	Engineering Graduate	2		
(b)	B.Sc. or Diploma in Engineering	1		
5 (ii)	Experience of Rig Manager-2 / Rig Superintendent-2	3 (Max)		
(a)	Oil Field Experience on Drilling Rig More than 15 years And As mentioned under Clause 7.6 (O) III. a. of SoW	3		
(b)	Oil Field Experience on Drilling Rig Between 10 to 15 years And As mentioned under Clause 7.6 (O) III. a. of SoW	2		

**** Deployment of Rig Manager(s) having lower qualification and/or experience than those provided for QCBS, during execution of the contract, shall lead to penalty (Clause 26, Sec-III, SCC)**

&&&&